

**Icona  
Acty PC Client licence  
agreement  
Release 4.0**



# Acty PC Client licence agreement

**IMPORTANT:** Please read the terms and conditions of this licence agreement ("Licence Agreement") carefully before accepting them and then downloading, installing and/or using the software.

Icona will only license the software if all the terms of this licence agreement are accepted.

By downloading or installing the software, and clicking on the "I accept" button, or providing your consent in another way, you are agreeing to the terms and conditions of this license agreement.

If you do not wish to agree to these terms and conditions, click on any of the following buttons: "Cancel", "No" or "Close Window", or indicate your refusal in an alternative manner. Following this, you must cease from using/downloading the software.

## Definitions

**Client/Licensee:** the company or private individual who has signed a licence agreement with ICONA S.r.l. for the use of ACTY software, and who provides the remote technical support service requested by the User.

**User:** natural person, legal person, consumer or professional/technical user, who is requesting remote technical support from the Client/Licensee.

**ACTY Service:** remote video technical support that enables the Client/Licensee to interact directly with the User; this service also provides the Client/Licensee with the potential to store data and/or content locally or in a cloud.

**ACTY Software ("PC/APP"):** the remote video support software used by the Client/Licensee in the "Acty Master" mode, enabling them to provide support.

**ACTY Software - Mobile version: ("Mobile/APP"):** the mobile version of the remote video support software, which can be used (i) by the User in the "Acty Slave" mode to request and obtain support and (ii) by the Client/Licensee in the "Acty Master" mode to provide support.

**Contents:** material that can be acquired and archived through the ACTY Service (by way of example only: photographs, videos, etc.).

**ACTY Account:** the access credentials ("Username" and "Password") assigned to the Client/Licensee to access the PC/App or the Mobile/App in the Master mode, enabling them to use the service.

**Smart Glasses:** smart glasses, equipped with a camera, which can send through images and can be used with the Acty service, but only by Client/Licensees with the "Eagle" subscription plan.

**External camera:** a smart camera that sends through images, used with the Acty Service, but only by Client/Licensees with the "Eagle" subscription plan.

## Introduction

- a) ICONA is a company operating in the sector that develops and distributes innovative technology via computer software;
- b) ICONA is the proprietor and exclusive owner of the "Acty" Service (hereinafter also referred to as "Service"), and more specifically:
  - The PC/app software and the Mobile/App software
  - The server
  - The interactive functions on the PC/App and Mobile/App
  - The design
  - The ACTY brand
  - The script and graphics of the PC/App and Mobile/App.
- c) The ACTY Service is made up of software that enables the Client/Licensee to provide a remote support service, interacting directly with its Users' PCs, as well as storing data and/or contents locally or in a cloud.
- d) The following agreements regulate how the ACTY Service is to be accessed and used.

With the above being duly considered, below are the terms and conditions of this Acty Service licence.

## Art. 1

- 1.1. Upon acceptance by the Client/Licensee of these terms and conditions, and upon payment of the pre-arranged fee (unless the Client/Licensee is using a free licence with a more basic set of functions), ICONA:
  - grants the Client/Licensee a licence that is non-exclusive, non-transferable and territorially unlimited, to use the software and any relevant guidance material provided with the software in an electronic format (including instructions), with different services depending on the type of subscription chosen;
  - provides the Client/Licensee with various accessory services according to the type of subscription chosen;

## Art. 2

- 2.1. With this contract, Icona hereby grants the Client/Licensee the right to install and use a copy of the software. Subject to the non-exclusive and non-

transferable licence being granted, the Client/Licensee shall have the right to use the Software in any form and manner allowed by this Agreement.

### **Art. 3**

- 3.1. A copy of the software is not sold with this licence, for the software remains the exclusive property of ICONA, but it does grant you a right to use the software within the limits of this licence.

### **Art. 4**

- 4.1. Provided that the agreed fee is successfully paid, the PC/App licence includes automatic, free updates as well as technical support, should the PC/App encounter any malfunctions.
- 4.2. ICONA undertakes to deal with, and subsequently eliminate any errors and/or anomalies which have been reported and documented.
- 4.3. The Client/Licensee commits to using any new versions of the program or new software products that, at the discretion of ICONA, are provided via updates, or as a replacement of the program itself.
- 4.4. Any request for technical support by the Client that falls outside the scope of maintenance specified herein will be subject to a separate agreement between Icona and the Client/Licensee.
- 4.5. The support service is available every working day from 09:00-13:00 and 14:00-18:00. All requests for assistance must be sent to Icona Technical Support via email **support@acty.com** or via the "Report a problem" link (found in the software), specifying the type of problem in detail. If an anomaly or virus is detected in the software code, the Client/Licensee must notify Icona of this problem, providing them with all pertinent information, including staff involved and material affected (hardware, basic software, application software, archives, documentation, etc.) in order to document and respond to the anomaly detected.

### **Art. 5**

- 5.1. The licence, including warranties and indemnities, will apply automatically, and on the same terms, to subsequent updates and/or improvements of the Software.
- 5.2. ICONA is the sole owner of any improvement, update, modification or integration of the Service, as well as copyrights, commercial information, know-how, trademarks and any intellectual property rights represented in the Service.

## **Art. 6**

- 6.1. It is expressly forbidden for the Client/Licensee and its assignees to:
- Transfer/sell this contract;
  - grant sublicenses;
  - bypass or evade any technological protection measures provided in the software or related services;
  - copy, modify, translate, adapt, rework, disassemble, decompile, decode or exploit the data or programs, or authorise third parties to do so;
  - separate software or service components with the purpose of using them on different devices;
  - publish, duplicate, rent, loan, lease, sell, export, import, distribute the software or services, or grant anyone the right to use them;
  - use ICONA services in an unauthorised manner that may interfere with others using the services, or may in some way impede access to services, data, accounts or networks;
  - communicate any acquired information to third parties or use it for the development, production or marketing of software that is almost like-for-like in its expressive form, or use this acquired information for any other activity that infringes on the manufacturer's copyright in the processing, modification or transformation of the software, as set out in this licence;
  - modify, copy or remove logos, trademarks, names or any other confidential information in the software which is owned by ICONA.
- 6.2. Such conduct, even if merely attempted, is strictly prohibited and constitutes a serious breach of this Contract. ICONA reserves the right to suspend or interrupt the Client's/Licensee's access to the Acty Service, as well as defend itself before any authorities that may become involved.

## **Art. 7**

- 7.1. The service, with software that the licensee can download from the website [www.acty.com](http://www.acty.com), is accessed through an assigned username and password ("ACTY Account") that enable the licensee to carry out an individual, personal login from any location where the PC/App software is installed. It should be specified that the PC/App software can only be installed in multiple locations if an Owl, Hawk and Eagle license, referred to in article 20 below, is held. If the client has opted for the free version of Acty, they cannot install the software in multiple locations.
- 7.2. The Client/Licensee can also download the Mobile/App, giving them access to the "master" version (using the same "ACTY Account"), which will enable them to provide remote support service through smartphones.

- 7.3. You cannot access the service from multiple locations at the same time using the same ACTY Account.
- 7.4. In the case of a Client/Licensee who has been using the service and wishes to renew it, Icona will renew the license so that it is valid for a further 12 months, enabling the Client/Licensee to maintain the same "ACTY Account".

## **Art. 8**

- 8.1. The username and password are confidential, and so the Client/Licensee must assume all responsibility in this respect, ensuring that the username and password are not communicated, transferred or made available to third parties in any circumstances whatsoever.
- 8.2. The Client/Licensee undertakes to immediately notify Icona of any unauthorized use of their ACTY Account by third parties of which they become aware, or of any event/fact indicating unauthorized use.
- 8.3. If the Client/Licensee violates any of the provisions set forth in this article, ICONA may suspend and/or interrupt the provision of the Service, with the Client/Licensee not having any rightful claim to reimbursement, whilst also taking into consideration the latter's obligation to pay damages and expenses due to unauthorized use.

## **Art. 9**

- 9.1. The Client/Licensee must not use the service for purposes that are illegal or prohibited by binding legal regulations and in any case, those which are prohibited by this contract. The Client/Licensee must not use the Service in a way that will damage, deactivate, overwhelm, or interfere with the use and enjoyment of the Service by others.
- 9.2. In using the service, the Client/Licensee commits to:
  - a) not violating the rights of third parties;
  - b) not installing altered files, or other similar software or programs on users' computers that may damage the functionality and operation of their computers;
  - c) not appropriating data contained in personal computers or users' servers whilst carrying out a remote support session, unless they have been authorised to do so.

- 9.3. ICONA reserves the right to terminate the Client/Licensee's access to the Service, at any time, without notice, if any provisions of this article have been violated.

## **Art. 10**

- 10.1. The Client/Licensee is responsible for all activities that are carried out using the Acty Service. In any case, Icona shall not be liable for any damage caused by the Client/Licensee or its Users whilst they are using the Service Account.
- 10.2. The Client/Licensee undertakes to indemnify and hold ICONA, as well as its officials and employees, as harmless from any claims, actions and requests made by third parties, or from any damages suffered by third parties, including legal fees, arising from the use of the Service, expressly authorizing ICONA to proceed with its call in the matter, as a released party.
- 10.3. The Client/Licensee shall also be held liable for any damages, losses and prejudice suffered by ICONA as a result of the improper use of the Service by another party for reasons attributable to the Client/Licensee.

## **Art. 11**

- 11.1. ICONA reserves the right to suspend access to the Acty Service, as a precautionary measure, in cases where:
- there is well-founded suspicion that the Client/Licensee is violating the provisions of this contract
  - there is well-founded suspicion that the Client/Licensee is misusing the platform, services and data contained in Acty's database.
- 11.2. The suspension may last for a maximum of 15 days. If, as a result of the suspension and subsequent checks, the well-founded suspicions should be confirmed, Icona will proceed with the immediate deactivation of the Service, without making any refund of the amount paid by the Client/Licensee for this licence. If, as a result of the suspension and subsequent checks, the Client/Licensee is found not to have violated any contractual provisions or found not to have misused the software, the account will be recovered and the duration of the service, which has been paid for, will be extended for a period of time equivalent to the time that the service was suspended as a precaution.

## **Art. 12**

- 12.1. The Client/Licensee will manage their relationship with Users, as their end customers, in a thorough and autonomous manner, particularly with regard to

contract management and legal provisions on privacy, taking on board all the implications linked to current regulations.

- 12.2. The Client/Licensee undertakes to provide appropriate information to Users and to obtain any consent required for the processing of personal data, for purposes related to the provision of services detailed in this contract.
- 12.3. Pursuant to, and in accordance with, EU Regulation 2016/679, the Client/Licensee appoints Icona as responsible for the processing of personal data that has been shared with (or communicated to) Icona, exclusively for the purposes related to the provision of services detailed in this contract.
- 12.4. The Client/Licensee undertakes to hold Icona harmless from any liability deriving from the unlawful processing of customers' personal data, and/or from any liability deriving from the licensee's violation of, or failure to comply with, the relevant regulations.
- 12.5. ICONA, being responsible for the processing of personal data, undertakes to comply with all the obligations incumbent on it, as set out in EU Regulation 2016/679.

## **Art. 13**

- 13.1. Each Party shall promptly notify the other Party in writing should it become aware of a third party's claim and/or any unauthorized use of the software by a third party, any part thereof, and/or any infringement, made or threatened by a third party, of intellectual property rights contained in the software.

## **Art. 14**

- 14.1. Under no circumstances may the Client/Licensee enter into a transaction or any kind of agreement with a third party, which involves ICONA's rights or which is binding on ICONA in any way, without ICONA's prior written consent.

## **Art. 15**

- 15.1. The guarantees associated with the Service are understood to be provided with selected features and are based on compatibility of the systems, computer programs and/or Internet connection systems of the Client/Licensee with the Service provided by ICONA, excluding any type of guarantee from the latter regarding the suitability of the hardware and software systems of the Client/Licensee. Icona shall not be liable for any incidental or non-intentional, indirect or consequential damages (including, without limitation, damages for reduction in or loss of profit, interruption of business, loss of information or other economic loss) resulting from the incorrect or insufficient knowledge of



the Service or inability to use the Service. Icona is also exempt from any responsibility regarding the interruption of the Service due to causes not attributable to it. Icona, should an event occur that may interfere with the availability of the equipment and/or network infrastructure used directly by the Client/Licensee, will take all measures to restore the service as quickly as possible. It is understood that if the Service has not been available to the Client/Licensee for a certain number of days, the contract will be extended to them for this number of days.

## **Art. 16**

16.1. ICONA carries out daily back-up activities on its system and should an event occur that may interrupt the availability of the equipment used directly by the Client/Licensee, the former undertakes to restore the Service.

## **Art. 17**

17.1. The Client/Licensee expressly accepts that Icona shall not assume any liability in relation to:

- i. cases where the Acty Service does not correspond to the individual purposes for which the Client/Licensee intended to purchase it, which then prove not to be feasible through the use of the Acty Service;
- ii. cases where the Acty Service is not suitably designed to integrate with external software and/or hardware used by the User or the Client/Licensee and in any case not owned by Icona;
- iii. any damage suffered by the Client/Licensee as a result of slowdowns and/or malfunctioning of the Acty Service which ICONA is not responsible for.

17.2. The Client/Licensee hereby waives all claims against ICONA for any interruption, suspension or malfunctioning of the Acty Service due to network malfunctions or causes resulting from force majeure, which are beyond ICONA's control.

## **Art. 18**

18.1. The Client/Licensee expressly accepts that, in the case of malfunctioning of the Acty Service linked with Icona, Icona cannot be held responsible for any damage that the Client/Licensee may be subject to if the Acty Service is restored by Icona back to a functioning state within three working days. The Client/Licensee therefore undertakes to waive all claims against ICONA for any

damage deriving from malfunctions of the Acty Service, provided that such malfunctions are restored within three working days.

- 18.2. In any case, Icona's liability to the Client/Licensee in terms of compensation for damages shall not exceed the lower sum calculated from the total amount of the contract and the amount paid by the Client/Licensee in the 12 (twelve) months prior to the occurrence of the damage in question; however, in no case shall ICONA be liable for consequential damages, loss of production or loss of profits.

## **Art. 19**

- 19.1. The Client/Licensee acknowledges and accepts that the translation feature offered by the Acty Service is provided through the intermediation of a third party other than ICONA. Therefore, ICONA cannot, under any circumstances, be held responsible for the Service functioning incorrectly in any way due to translation errors.

## **Art. 20**

- 20.1. The Client/Licensee declares that they are aware that the Cloud on which data collected during use of the Acty Service is saved is not owned by Icona and therefore Icona cannot be held liable in any way for any damage suffered by Client/Licensee because of the Cloud malfunctioning in some way.

## **Art. 21**

- 21.1. The Acty service is available in the Cloud mode with the following versions: Owl, Hawk, Eagle. For details of functions and services associated with each version, please refer to the Pricing page on the website [www.acty.com](http://www.acty.com); you can access the specific Pricing page by clicking on the following link: <https://www.acty.com/it/prezzi-servizi-di-teleassistenza.php>. In any case, this licence concerns the version (with the corresponding services and functions) referred to in the commercial offer or otherwise agreed with the Client/Licensee".

## **Art. 22**

- 22.1. The Acty service stores information relating to the Users' data, this being provided to ICONA by filling out the APP registration form, for a period of time not exceeding 5 (five) years from the date that the APP was last used and thereafter for as long as Icona is subject to storage obligations for tax purposes and other purposes provided for by law or regulations.

- 22.2. The data relating to support operations ("support history") will be stored by the Data holder in a Cloud managed by the Acty service, for a period of time not exceeding 2 (two) years, allowing for there to be statistical analysis in an anonymous and aggregate form.
- 22.3. The files pertaining to any photos and videos acquired during the support operation will be stored by the Data Holder in a Cloud managed by the Acty service, for the time related to the version that has been adopted.
- 22.4. The data relating to support operations ("support history") and the files pertaining to photos and videos acquired during the support operation can be sent to private Cloud storage through purchasing a software connector.

## **Art. 23**

- 23.1. This contract shall take effect for both the parties from the date of its acceptance and shall have the duration set out in the commercial offer. In absence of this, the duration of the licence shall be twelve months from acceptance.
- 23.2. The trial period corresponds to a free licence.
- 23.3. In cases where the contract is terminated for any reason, Icona will delete the client/licensee data contained in the system. Therefore, the Client/Licensee should back up their data onto their own systems/devices before the contract is due to expire.

## **Art. 24**

- 24.1. During the term of the Contract, the Parties will exchange confidential information with each other. In particular, upon being validated through their account, the Client/Licensee may be able to access the Acty Server Cloud based on the subscription plan chosen, as well as business information and classified technical-industrial and commercial expertise. Such business information has significant economic value because it is classified and non-disclosed. The validated Client/Licensee must ensure that this information is kept classified and confidential, and in order to do so, they should put appropriate security measures into place, including checks on staff authorised to access the Acty Service database. It is forbidden for the Client/Licensee to record, reproduce, export and publish the information by any means. Icona has implemented a number of technical measures which identify such information as confidential, and track how such information is used. The Client/Licensee henceforth commits to not disclosing such information to third parties, unless ICONA's express consent is given. Both parties commit to taking all appropriate measures to maintain the confidentiality of all information or data supplied to

each other, or alternatively, generated, stored and processed in the rendering of this Agreement and more generally, in the context of using the Acty Service and its features. The Client/Licensee also undertakes to extend the obligation of confidentiality to its employees and co-workers, as well as to not disclose confidential information to third parties, unless with the prior consent of ICONA.

## **Art. 25**

25.1. The Client/Licensee authorises Icona to use their Logo and the link to their corporate website free of charge, provided that they are used exclusively for paper and digital use and with the aim of promoting ICONA's solutions through success stories. The use of the Client/Licensee's Logo for reasons and in contexts other than those authorised, is prohibited. The Client/Licensee has the right to revoke such authorization, assuming that sufficient notice is given.

## **Art. 26**

- 26.1. This contract will be terminated by right, without any obligation to refund the licensee, if they violate the following contractual provisions:
- non-payment of the fee.
  - breach of Articles 6, 7, 8, 9 and 22 of this contract
- 26.2. Furthermore, any delay or irregularity in payment, in addition to the right to interest calculated in accordance with Legislative Decree no. 231/2001, will give ICONA the right to immediately suspend the supply of services set out in current contracts.
- 26.3. No provision or clause in this Agreement shall be deemed to have been waived, and no breach shall be deemed to have been tolerated, unless such a waiver is validated in writing on behalf of the party against whom the waiver is asserted.

## **Art. 27**

27.1. Nothing in this Agreement shall be deemed to have been waived, and no breach shall be deemed to have been tolerated, unless such a waiver is validated in writing on behalf of the party against whom the waiver is being claimed.

## **Art. 28**

28.1. Unless otherwise specified, this agreement governs the entire relationship between the Client/Licensee and Icona in relation to the Service, and prevails

over any prior or contemporary communications and proposals, whether electronic, verbal or written, between the Client/Licensee and Icona, in relation to the Service.

- 28.2. If any provision herein is held to be invalid or not enforceable under the applicable law, including, without limitation, the disclaimer of warranties and limitations of liability, then that provision shall be deemed surpassed by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms and Conditions shall continue to be effective.

## **Art. 29**

- 29.1. The applicable law is Italian law. For any dispute concerning the interpretation and/or execution of this contract, the Court of Milan has been elected as the court to refer to.

## **Art. 30**

- 30.1. This contract is drawn up in the Italian language, which, in any case of any interpretative doubts or disputes, shall prevail over any other version translated into other languages.

## **Art. 31**

- 31.1. The Client/Licensee can contact ICONA at any time, in order to request further clarification or information, at its offices located in Viale Brianza, 20 - 20092, Cinisello Balsamo (MI), or at the e-mail address **legal@icona.it**.

Pursuant to, and for the purposes of, Articles 1341 and 1342, the Parties declare that they have read and specifically approve Articles 6, 8, 9, 26 (suspension and termination), 10, 12, 15, 17, 18, 19 (limitation of liability), 6 (prohibition of assignment and sub-licensing), 14 (transactions) and 29 (applicable law and jurisdiction).

# **icona**