ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY
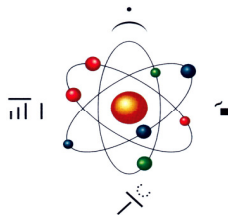**I.I.W.**

ISTITUTO ITALIANO WARTEGG

GENERAL TERMS OF SALE
of the
IIW SOFTWARES
for the
WARTEGG' C.W.S. SYSTEM

CAUTION

The purchase and the use of the softwares of the Italian Wartegg Srl is permitted only to those who, after participation in the training course for clinical use of the CWS and passing the final examination,
have achieved the
IIW OFFICIAL CERTIFICATION THAT WILL ENABLE
USE OF CWS (CRISI'S WARTEGG SYSTEM).

Sede Operativa: Via Colossi, 53 Sc. A/6 - 00146 Roma – Tel/Fax. 06.54.30.321
Email: iiw@wartegg.it - website: www.wartegg.com

I.I.W.

ISTITUTO ITALIANO WARTEGG
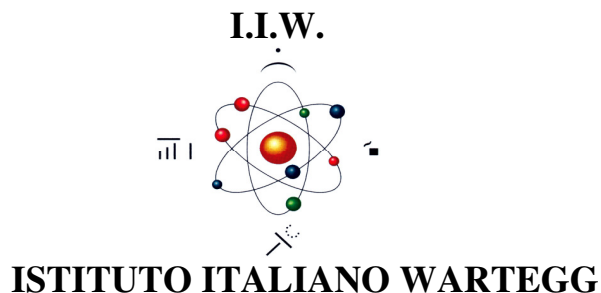
CAUTION!

As a prerequisite, to the aim of ensuring reliability and integrity of processing, all of IIW versions of softwares require:

Operating Systems:

- Windows XP Professional SP2
- Windows Vista
- Windows 7
- Windows 8

Please note that any other combination of Operating System/Application Software
may cause unpredictable effects.

WARNING!
Are excluded, because not supported or inadequate:

- Microsoft Windows 95,
- Microsoft Windows 98,
- Microsoft Windows ME

The Platform Mac (Apple) IS NOT SUPPORTED even with the Windows simulation

We preferably recommend the use of inkjet or laser printers.

GENERAL TERMS OF SALE

The products published by the Istituto Italiano Wartegg S.r.l. (hereinafter "IIW" or "the Producer") are intended for use by the following professional entities who have achieved the official certification of the Italian Institute of Wartegg that enables them to use the CWS (Crisi Wartegg System): psychologists, psychiatrist, neuropsychiatrists, specialists in Clinical Psychology, human resources professionals, departments of the National Healthcare Services as well as public or private bodies employing the above mentioned professionals.

END-USER LICENSE
IIW sells to the End-User – who certifies to belong to the professional categories above, - the user license denominated "Wartegg Test". The License allows the installation, use, access, execution or other operations of one copy of the licensed software on a single personal computer or computer workstation. Therefore, the use of the "Wartegg Test" on two or more computers requires the purchase of a number of end-user licenses equal to the number of workstations running the software.
IIW supplies to the End-User the software on a CD containing the user manual and the technical support described below (see Terms and limits of technical support and definition of accidents).
Forms specifically worked out by the IIW for the individual or collective administration must be separately requested in the purchase order and are not included in the cost of the software.
The End-User may not:
- install, enter, display, execute, share or run the software at the same time on different personal computers, included terminals, workstations or other electronic digital equipments.
- copy the software, as well as the forms for the individual or collective administration.
- decode, decompile or disassemble the licensed software, use single parts of the software on more computers;
- lease or lend the licensed software.

OWNERSHIP
IIW owns all rights relating to the software programme denominated "Wartegg Test", covered by copyright.

OPERATING SYSTEM
IIW sells to the end-user the license of the software "Wartegg Test", but not the license of the required operating system (Windows) on which the "Wartegg Test" will be installed. This is deemed to be already licensed and installed on the End-User computer.

COMMITTMENTS BY THE END-USER
The End-User undertakes to pay to IIW the price indicated in the Purchase Order ("First Purchase" or "Subsequent Purchases"), according to the type and quantity of products ordered, within 30 (thirty) days from the date of the invoice, under the terms therein indicated and to conform to the professional rules pertaining to the use of tests, to safeguard the confidentiality and privacy of persons under test, to prevent the use of IIW products by operators not qualified or not authorized to use and interpreter the results generated by the programme "Wartegg Test" within a battery of tests.

LIMITS OF WARRANTY AND SPECIAL TERMS FOR ITALY
The Producer warrants:
(a) the software to perform in the manner described in the accompanying printed material for ninety (90) days from the purchase date;
(b) each IIW hardware component annexed to the software to be free from defects in material and workmanship under normal use and service, for twelve (12) months from the date of purchase.
Any implied warranty for IIW software and hardware is limited to 90 days for the software and one (1) year for the hardware.

END-USER PROTECTION.

The Producer agrees to remedy to a defective product by one of the following actions (at his sole discretion):

(a) refund of money paid

(b) repair or replacement of software or hardware not covered by the above Warranty, provided that they are returned to the Producer with a copy of purchase invoice.

This Warranty does not apply where software or hardware failure is caused by accident, misuse or incorrect application. Each replacement software or hardware will be covered by warranty until the expiry of the original warranty and in any case for a period not shorter than 30 days.

EXCLUSION OF OTHER WARRANTIES.

The Producer does not accept other warranties, merchantability or fitness for use, express or implied, related to the licensed software, the accompanying printed material and any hardware component annexed.

EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES.

In no event the Producer or his suppliers will be liable for damages (including, without limitation, the damage to physical integrity as well as the loss, loss of profit, disruption of activity, loss of data or other financial losses) arising out of the use of this product, whether or not the Producer has been advised of the possibility of such loss. However the liability of the Producer and his suppliers under this contract will be limited to an amount corresponding to the amount actually paid to Istituto Italiano Wartegg S.r.l. for the purchase of the software and/or the hardware.

DECODING

If Software is purchased within European Union, the User may not convert, decodify, decompile or disassemble it.

TERMS AND LIMITS OF TECHNICAL SUPPORT AND DEFINITION OF SUPPORT INCIDENT

A support incident means any call for support (information or technical) strictly related to the Software made by the End-User to the Technical Support Service of IIW, which requires a period of resolution longer than five minutes from the call or contact. By way of example the Technical Support Service of IIW, processes the following calls:

- misalignment due to User's error, between the administrations counter and the database record;
- loss, due to User's error, of (the data relating to) more than one administration originally taken;
- incorrect operation of the operating system and its resources (improper or incorrect use of Explorer) by the User that generates a shift or re-name of the proper directories of the Software, administration schedules, database;
- problems in the proper operation or updating of the administrations counter;
- Software defects, in respect of which the User is required to complete the attached Defect Report.

With regard to service calls limited to information requests:

- Clarification and information on the use and operation of the Software;
- Replacement or provision of failing or defective packages (disks, manuals)
- Updating of software recording following changes (address, name, computer, operating system) ect.

The User is required to protect properly the safety and confidentiality of his Hardware and Software. Software must be properly used according to the operational specifications detailed in the user manual. The End-User must act in conformity with Copyright laws, the laws in force and the limits to the use of Software.

NON ADMITTANCE OF CLAIMS FOR:
Contamination, corruption, loss of data of any kind following to:
- illegal use of IIWW hardware or software
- intrusion by external agents (ex. viruses, hoakes, trojan horses, ecc.);
- power interruptions;
- predicted or unpredicted events outside the control of Purchaser: hardware disruption, fire, theft, natural events, malfunctioning of the Operating System or the relevant software environment (runtime).

The User is granted the free of charge resolution of incidents as defined in the IIWW price list in force, according to the number of workstations and test administrations purchased.

It is exclusively discretion of the Technical Support Service of IIWW to evaluate the relevance of the support calls by the User.

Should the Technical Support Service record a clear and wilful infringement of the terms of contract by the User (for example an effort to disassemble the software, to use it on more than a computer a time or to alter the correct running of the test administration counter), not only will all legal actions be started to the liquidation of direct and indirect damages caused to IIWW by the User, but also any right of the User to ask for further assistance with the IIWW Technical Assistance Service will be immediately terminated.

TECHNICAL ASSISTANCE EXCEEDING THE NUMBER OF FREE OF CHARGE CALLS
Once the number calls for free of charge support included in the contract are finished, the User may require further assistance to the Technical Service of IIWW under payment of a charge. This additional support has flat-rate character, in the sense that the User will sign a specific contract of service and maintenance as per price list. The same goes for the User that requires direct intervention at its seats, or require interventions falling outside those provided by the contract.

The IIW may vary at its discretion and without any prior notice to these terms of service.

HOW TO ORDER PRODUCTS FROM IIW SRL.
In order to purchase products from IIW Srl, the User shall register with IIW, as follows:

a) **ON FIRST PURCHASE the User shall:**
1) Fill in the registration forms (registration form and end-user technical registration form, see below) according to the instructions (and attaching a copy of documents certifying the professional qualification of the Purchaser);
2) Fill the order of purchase (a guideline is at the end of the present contract) indicating the code of the needed material;
3) Mail all to the IIW, via email and via ordinary mail.

b) **ON SECOND PURCHASE the User shall:**
1) Mail to IIW the form duly completed and signed.

Each purchasing order must contain the following data:
- Name of the company or name of the Purchaser requesting the invoice;
- Address;
- VAT code or Tax code;
- The consignment address if different from the address indicated in the invoice.

SPECIAL CONDITIONS
- No claims will be acceptable after 25 days from the consignment date of the product.
- During consignment, risk attached to the products sold lie with the purchaser.
- Prices include packaging and consignment costs;

GENERAL TERMS OF SALE

- VAT as well as any present or future tax is paid by Purchaser, without prejudice to any exemption by law.

PROTECTION OF PERSONAL DATA.

With reference to art. 10 of Law 675/96: "Protection of individuals with regard to the processing of personal data", Users are informed that:

1. personal data supplied upon entering a contract will be filed in our offices and their use will be limited to processing and documenting within the scope of our business activity;
2. personal data of Purchaser are mandatory for the successful completion of invoice;
3. failure to provide such data prevents determines the impossibility to enter the contract;
4. personal data will remain within IIWW exclusively for the activities indicated at 1. above
5. the Purchaser enjoys the rights granted to him by art. 13 of Law 675/96.

ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY

REGISTRATION FORM

To Istituto Italiano Wartegg S.r.l.
   Via F. Grenet, 77 Scala C/9
   00121 Roma

The following data are required in order to register with the Istituto Italiano Wartegg S.r.l.,

Name: ……………………………………………………………………………………………

Family Name/Company Name..............……………………………………………………………….

Nationality: ……………………………………...…………………………… City……

Address……………………………………………………, N………… Postal code. ………

Telephone:……………… FAX:………………… e-mail: …………...…………………………

Degree: ……………………………………………………………….………

Professional qualification: …………………………………………………...……………..

Office: Address………………..……………………….………N…..… Postal Code…..…………

City ………………………………………………………………………………………...

Telephone: …………………………… FAX: ……………………..

Date: ___ ___ ___   Signature …………………………...

In order to certify the professional qualification to the use of the programme "Wartegg Test", as provided by the General Terms of Sale, please enclose a copy of the following documents or, alternatively, the registration number with the relevant professional register.

I declare that I have read and accepted as reported in TERMS OF SALE

Date: ___ ___ ___ Signature…………………………………..

Legal warning note in compliance with Art. 10 of Law 675/96
I consent to the use of my personal data in accordance with Italian Law 675/96 regarding the safeguarding of all personal information, by IIWW Srl exclusively for administrative and information purposes. I am informed about the rights to which I am entitled, including access to my data, and correction, integration and cancellation of the same.

I consent   No, I do not consent

Date: ___ ___ ___ Signature………………………………..

GENERAL TERMS OF SALE

ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY

END-USER TECHNICAL REGISTRATION FORM

To be completed by the **<u>Buyer</u>**:

A: OPERATING SYSTEM

MICROSOFT WINDOWS RELEASE: (1)	
LICENSED TO (name): (2)	
LICENSED TO (company): (3)	
SERIAL NUMBER: (4)	

B: END-USER DATA

COMPANY NAME:	
ADDRESS:	
COUNTRY:	
CITY':	
TAX CODE or VAT NUMBER:	

NOTES FOR THE COMPILATION OF THIS FORM

Operating System data appear when clicking on the right button of the mouse on the icon "Computer Resorces" and then clicking with the left button of the mouse on the item "properties":
(1)   what displays after the word 'System:' (two lines)
(2)   the first line displays after the words 'Licensed to:'
(3)   the second line displays after the words 'Licensed to'
(4)   the third line displays after the words 'Licensed to:'

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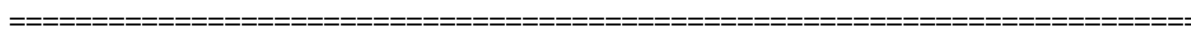
To be completed by **<u>Istituto Italiano Wartegg</u>**:

SOFTWARE SERIAL NUMBER:	
LICENSED TO (name):	
LICENSED TO (company):	
NUMBER OF ADMINISTRATIONS:	
ACTIVATION KEY:	
ACTIVATION DATE	
EXPIRY DATE	

GENERAL TERMS OF SALE

ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY

GUIDELINE for the FIRST PURCHASE FORM
Please indicate by the price list the code of the prouduct/s

To **Istituto Italiano Wartegg S.r.l.**
Via F. Grenet, 77 Scala C/9
00121 Roma

Date,

Subject: Purchase Order IIW material.

Please wanting to go ahead with this first purchase of material of your Institute.
To this end we provide the following data:

CUSTOMER' DATA to the aim of purchase						
Company Name						
Address						
City (*)				**Code**	**State**	
VAT code or Tax code						

Description of the purchase order	Code	Amount	Unit Price*
License of the software: e.g. clinical			
Form for the (e.g.) Individual Administration (multiples of 100)			
CD per 100 elaborations			
Total			

* The prices are in Euros and are net of VAT (if requested).

Attached are duly completed and registration cards.
The submission of this order constitutes an unconditional acceptance of the General Conditions of Sale.

GENERAL TERMS OF SALE

ITALIAN INSTITUTE OF WARTEGG – ROME, ITALY

GUIDELINE for SUBSEQUENT PURCHASE FORM

> **To Istituto Italiano Wartegg S.r.l.**
> **Via F. Grenet, 77 Scala C/9**
> **00121 Roma**

Date,

Subject: Purchase Order IIW material.

Please wanting to go ahead with this subsequent purchase of material of your Institute.
To this end we provide the following data:

CUSTOMER' DATA to the aim of purchase																		
Company Name																		
Address																		
City (*)										**Code**		**State**						
VAT code or Tax code																		

Description of the purchase order	Code	Amount	Unit Price*
Form for the (e.g.) Individual Administration (multiples of 100)			
CD per 100 elaborations			
Total			

* The prices are in Euros and are net of VAT (if requested).

Attached are duly completed and registration cards.
The submission of this order constitutes an unconditional acceptance of the General Conditions of Sale.

GENERAL TERMS OF SALE