

GTMC-MES

Software License Agreement & Terms of Use

Version 1.0

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1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Software" refers to GTMC-MES, including all associated files, libraries, documentation, updates, patches, and any related materials provided by the Company.
- "Company" refers to GTMC S.r.l., the developer and owner of the Software, with registered office in Italy.
- "Licensee" refers to the individual, company, or organization that has obtained a license to use the Software.
- "License Key" refers to the unique alphanumeric code provided to the Licensee upon purchase or registration, which activates the Software.
- "Machine ID" refers to the unique hardware identifier generated by the Software to bind the license to a specific device.
- "Installation Key" refers to the unique key generated during the download process, required for Software activation.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, the Company grants the Licensee a limited, non-exclusive, non-transferable, revocable license to install and use the Software on a single site and on designated machines as determined by the license tier purchased.

This license does not constitute a sale of the Software. The Company retains all rights, title, and interest in and to the Software, including all intellectual property rights therein. The Licensee acknowledges that the Software is licensed, not sold, and that this Agreement does not grant any ownership rights in the Software.

3. LICENSE TIERS

The Software is available under the following license tiers:

3.1 Trial License

The Trial License is provided free of charge for a period of thirty (30) days from the date of first activation. It includes limited functionality: a maximum of 5 customers, 5 orders, 5 products, 50 label scans, and 4 production hostnames. Upon expiration, the Licensee must purchase a paid license to continue using the Software.

3.2 Basic License

The Basic License provides expanded capacity for small-to-medium operations, including up to 50 customers, 100 orders, 50 products, unlimited scans, 20 hostnames, and access to standard reporting features.

3.3 Professional License

The Professional License removes most capacity limitations and includes advanced features such as AI-assisted analysis, API access, unlimited hostnames, and priority technical support.

3.4 Enterprise License

The Enterprise License provides unlimited access to all Software features, including multi-site deployment, dedicated support, custom integrations, and priority access to new features and updates.

4. RESTRICTIONS

The Licensee shall NOT, directly or indirectly:

- Copy, reproduce, or distribute the Software or any portion thereof to any third party.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software.
- Modify, adapt, translate, or create derivative works based on the Software.
- Sublicense, rent, lease, loan, or otherwise transfer the Software or any rights therein to any third party.
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Software.
- Use the Software for any unlawful purpose or in violation of any applicable laws or regulations.
- Circumvent, disable, or otherwise interfere with any license protection mechanisms, including but not limited to machine binding, license key validation, or usage limits.
- Share login credentials, license keys, or installation keys with unauthorized users or third parties.

5. MACHINE BINDING

The Software employs hardware-based license binding. Upon activation, the Software generates a unique Machine ID based on the hardware characteristics of the designated computer. The license is permanently bound to this Machine ID.

Transfer of the license to a different machine requires prior written authorization from the Company and may be subject to a transfer fee. Unauthorized installation on additional machines constitutes a breach of this Agreement and may result in immediate termination of the license.

6. INTELLECTUAL PROPERTY

All intellectual property rights in and to the Software, including but not limited to copyrights, trademarks, trade secrets, patents, and any other proprietary rights, are and shall remain the exclusive property of GTMC S.r.l. This Agreement does not convey any rights of ownership in the Software to the Licensee.

The Licensee acknowledges that the Software contains valuable trade secrets and confidential information belonging to the Company, and agrees to take all reasonable measures to protect the confidentiality of such information.

7. DATA PROTECTION & PRIVACY

The Company is committed to protecting the privacy of its users in accordance with the General Data Protection Regulation (GDPR - EU Regulation 2016/679) and all applicable Italian and European data protection laws.

7.1 Data Collected

The Software may collect the following information for operational and licensing purposes:

- Machine ID (hardware identifier) for license binding and validation.
- Software version and usage statistics (anonymous, aggregated data) to improve the product.
- License activation and validation requests (timestamp, version, machine ID).

7.2 Data NOT Collected

The Software does NOT collect, transmit, or store any personal data, production data, customer data, or any information entered by the Licensee into the system. All production and business data remains exclusively on the Licensee's local database server.

8. DISCLAIMER OF WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE LICENSEE.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of data, production data, or database corruption.
- Production downtime, delays, or interruptions.
- Loss of profits, revenue, business opportunities, or goodwill.
- Cost of procurement of substitute goods or services.
- Any damages arising from the use or inability to use the Software.

THE COMPANY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID BY THE LICENSEE TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. DATA LOSS DISCLAIMER

The Software has been extensively tested and validated across hundreds of industrial applications and production environments. However, the Company cannot and does not guarantee that the Software is free from all defects or that it will operate without interruption under all circumstances.

THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR ANY DATA LOSS, DATA CORRUPTION, OR DATABASE DAMAGE, WHETHER CAUSED BY:

- Improper use, misconfiguration, or unauthorized modification of the Software.
- Hardware failures, power outages, or electrical surges.
- Network connectivity issues, server failures, or infrastructure problems.
- Database corruption due to SQL Server issues, disk failures, or storage problems.
- Operating system updates, security patches, or driver incompatibilities.
- Actions of third-party software, malware, or security breaches.

THE LICENSEE IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE BACKUP PROCEDURES. The Company strongly recommends daily automated backups of the MES database, with copies stored on separate physical media or cloud storage. Failure to maintain adequate backups does not create any liability for the Company.

11. IMPROPER USE

The following activities constitute improper use of the Software and may result in immediate license termination:

- Modifying, altering, or tampering with the Software source code, configuration files, or license validation mechanisms.
- Installing or running the Software on machines not authorized under the license agreement.
- Attempting to circumvent, bypass, or disable license restrictions, including usage limits, feature gates, or machine binding.
- Sharing, distributing, or publishing login credentials, license keys, or installation keys.
- Using the Software in a manner that violates applicable laws, regulations, or industry standards.
- Attempting to access, extract, or exploit the Software's internal data structures, APIs, or communication protocols without authorization.

The Company reserves the right to remotely disable or revoke any license found to be in violation of these terms, without prior notice and without refund of any fees paid.

12. SOFTWARE UPDATES

The Company may release Software updates from time to time, classified as follows:

- Required Updates: Critical security patches or bug fixes that must be installed to continue using the Software. Failure to install required updates may result in restricted functionality.
- Recommended Updates: Feature improvements and performance enhancements that are strongly advised but not mandatory.
- Optional Updates: Minor improvements, cosmetic changes, or experimental features that the Licensee may choose to install at their discretion.

The Company reserves the right to discontinue support and updates for older versions of the Software at any time. The Licensee will be notified of such discontinuation with reasonable advance notice.

13. SUBSCRIPTION & RENEWAL

All paid licenses are provided on an annual subscription basis, beginning from the date of activation. Upon expiration, the Licensee will receive renewal notifications via email and through the Software interface.

A grace period of fifteen (15) days is provided after license expiration, during which the Software will continue to operate with full functionality. After the grace period, the Software will revert to Trial mode with limited functionality. All existing data will be preserved and accessible upon renewal.

Renewal requires payment of the applicable annual license fee. The Company reserves the right to adjust license fees upon renewal with thirty (30) days' prior written notice.

14. SUPPORT

Technical support is provided based on the active license tier:

- Trial: Community support only (documentation and FAQ).
- Basic: Email support during business hours (response within 48 hours).

- Professional: Priority email support (response within 24 hours) and scheduled remote assistance.
- Enterprise: Dedicated support channel, priority response (within 4 hours during business hours), on-site assistance available upon request.

Support is limited to issues directly related to the Software. The Company is not responsible for issues arising from third-party software, hardware failures, network configuration, or the Licensee's IT infrastructure.

15. TERMINATION

This Agreement may be terminated under the following circumstances:

- By the Licensee: At any time, by ceasing all use of the Software and destroying all copies. No refund will be provided for unused portions of the subscription period.
- By the Company: Immediately upon breach of any term of this Agreement by the Licensee, without prior notice and without refund.
- Automatic termination: Upon expiration of the license and the grace period without renewal.

Upon termination, the Licensee must immediately cease all use of the Software, uninstall it from all machines, and destroy all copies in their possession. Termination does not affect any rights or obligations accrued prior to termination.

16. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Italian Republic, without regard to its conflict of laws principles.

Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Italy. The parties agree to submit to the personal jurisdiction of such courts.

17. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, shall be severed from this Agreement. The invalidity of any provision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Company and the Licensee with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations, and warranties, whether express or implied.

No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties. The Company reserves the right to update these terms with reasonable notice to the Licensee.

19. CONTACT INFORMATION

For questions, support, or inquiries regarding this Agreement, please contact:

GTMC S.r.l.

Website: www.gtmc-mes.eu

Email: info@gtmc-mes.eu

Support: help@gtmc-mes.eu