

Valid from	09/20/2026	Jurisdiction	Italy — Foro di Bergamo (by reference to the Agreement)
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End User Licence Agreement — activation of an On-Premise or VPS installation

IndustryUX Platform — activation terms of the Software installed on a Server or on a managed dedicated virtual server, under the Enterprise Schedule (Schedule B, IUX-EN-20)

Codice documento	IUX-EN-21
Versione	1.0
Data	2026-09-20
Set	ENTERPRISE (EN)
Destinatari	Business customers holding an On-Premise or VPS supply — the administrator who activates the installation on behalf of the Customer
Lingua	English (authoritative)
Classificazione	Contractual document — activation terms; contains no clause subject to specific approval under Articles 1341 and 1342 of the Italian Civil Code
Note	Accepted at the first run of the installation (click-wrap); the Agreement is the one executed under art. 34 of the Enterprise Schedule

These activation terms (the "EULA") are shown at the first run of an installation of the IndustryUX Software delivered under an On-Premise or VPS supply. They are addressed to the person who activates the installation on behalf of the business customer identified in the Order Form (the "Customer") and are accepted by that person for the Customer. The supply itself is governed by the Master Subscription and Licence Terms (IUX-EN-01, the "Master Terms"), by the Enterprise Schedule (Schedule B, IUX-EN-20, the "Schedule"), by the Order Form and by their annexes (together, the "Agreement"), which the Customer has already executed with the mechanisms of art. 34 of the Schedule. IndustryUX is a registered trade mark of DEVIBRAIN S.r.l.

Art. 1 — Purpose and nature of this document

1.1 What this document does

This EULA records the activation of one installation of the Software, identifies the licence that the activation file or activation code delivers to it, and states, in plain words, how the installation operates under the Agreement. It is shown before the installation issues any licence record, so that the person who activates it knows what is being activated, for which Customer and under which terms.

1.2 Relationship with the Agreement

This EULA is an annex to the Schedule and takes its place in the single order of precedence of art. 2.3 of the Master Terms, below the Order Form, the Schedule and the annexes named there. It does not amend the Agreement. Where a sentence of this EULA and a provision of the Agreement could be read differently, the provision of the Agreement applies, and this EULA is read in accordance with it.

1.3 No new obligation and no clause requiring specific approval

This EULA adds no obligation, limitation, restriction, remedy, term, forfeiture, forum or arbitration clause to those of the Agreement. Every provision of that kind which applies to the installation is one that the Customer has already read and specifically approved in the Agreement, with the separate step of art. 35 of the Schedule; this EULA refers to those provisions by their number and reproduces none of them as a term of its own. For that reason it contains no clause subject to specific approval under Articles 1341 and 1342 of the Italian Civil Code, and its acceptance is given with the single confirmation described in art. 12.

1.4 Language

This EULA is issued in English, with an Italian courtesy translation. The language regime of the Agreement, stated in clause 1.4 of the Schedule, applies to it.

Art. 2 — Definitions

2.1 Terms of the Agreement

Capitalised terms have the meaning given to them in clause 4.1 of the Schedule and in the Master Terms: in particular "Software", "Server", "Machine", "Component", "Entitlement", "Grant", "Licensed Volume", "Named User Seat", "Console" and "License Manager" (the systems of the Provider that issue and register Entitlements and Grants), "Order Form" and "Contract Year".

2.2 Terms of this document

"Installation" means the copy of the Software installed on the Server granted in bailment under art. 26 of the Schedule or on the managed dedicated virtual server of art. 27 of the Schedule, together with its local licensing service. "Activation File" means the signed licence file delivered under clause 5.2 of the Schedule; "Activation Code" means the code delivered under the same clause, with which

the Installation retrieves the Activation File from the Provider. "Administrator" means the natural person who performs the activation on behalf of the Customer. "Acceptance Record" means the record described in art. 12.

Art. 3 — Who accepts this EULA, and on whose behalf

3.1 Acceptance on behalf of the Customer

The Administrator accepts this EULA on behalf of the Customer identified in the Activation File. The acceptance is an act of execution of the Agreement already in force between the Provider and the Customer, not a new contract: it activates, for one Installation, the licence that the Customer has already purchased.

3.2 Confirmation of the Administrator

By accepting, the Administrator confirms that he or she is authorised by the Customer to activate the Installation and that the organisation shown in the licence summary of art. 4.3 is the Customer for which he or she acts. The confirmation is recorded in the Acceptance Record. Where the organisation shown is not the one the Administrator acts for, the activation must not be completed and the Customer's purchasing office should contact the Provider at the addresses of art. 14.3.

Art. 4 — Activation

4.1 Activation File and Activation Code

The Installation is activated with the Activation File issued by the Console, or with the Activation Code with which the Installation retrieves it; either of the two is sufficient. The Activation File is a Grant within the meaning of clause 5.1 of the Schedule: a licence record digitally signed by the Console with an elliptic-curve digital signature (ECDSA on the P-256 curve).

4.2 Verification of the signature

Before showing the licence summary the Installation verifies the signature of the Activation File with the public key of the Provider embedded in the Software, and shows the fingerprint of that key so that it can be checked against the one communicated by the Provider. An Activation File whose signature does not verify, which was issued for another organisation, which is not yet valid or is no longer valid, or whose activation slots are exhausted, does not activate the Installation; in each of those cases the Installation states the reason and the activation is not completed.

4.3 Licence summary

The licence summary shows the data of the Activation File: the organisation of the Customer, the licence identifier, the delivery mode (On-Premise with a physical Server, or VPS), the licence period, the Named User Seats and the Machine activation slots covered, the applications covered, the commercial reference of the Order Form and the version and hash of this EULA. The Administrator is asked to check them before accepting.

4.4 Issue of licence records after acceptance

Only after the acceptance of this EULA, and after the Acceptance Record has been written, does the Installation issue licence records for the Machines of the Customer and enable the engineering, publishing and export functions of the Software. Where the Acceptance Record cannot be written, the activation is not completed and no licence record is issued.

Art. 5 — Licence activated

5.1 Scope of the licence

The activation enables, for this Installation, the non-exclusive and non-transferable licence granted by the Agreement: to install and run the Software on the Server or on the managed instance, to use the applications covered by the Activation File, and to generate, publish and deploy Components on the Machines of the Licensed Volume, one Machine Licence for each Machine, as set out in art. 4 and art. 10 of the Schedule. The licence covers all the applications of the suite named in the Activation File and lasts for the term of the Agreement, without prejudice to the Legacy Grants of art. 25 of the Schedule.

5.2 Non-production instances and Named User Seats

The non-production instances used for engineering, testing or training that clause 4.3 of the Schedule allows without a Machine Licence, and the Named User Seats of clause 4.4 of the Schedule where the Order Form provides for them, are those shown in the licence summary. Their number is recorded in the Activation File and can be changed only through a new Activation File issued by the Provider.

5.3 Tokens of the Installation

The prepaid Tokens purchased for the Machines of the Installation are credited to the wallet bound to each Machine and are used as described in clause 4.5 and art. 8 of the Schedule. The Installation shows, for each Machine, the balance of its wallet and the consumption recorded.

Art. 6 — Conditions of use

6.1 Reference to the Agreement

The conditions of use of the Software and of the Components — the permitted uses, the reservation of rights of the Provider, the treatment of the IndustryUX Source Assets, the restrictions and their mandatory exceptions, the prohibition of circumvention of the licence records and of the signature verification, and the Acceptable Use Policy (IUX-EN-35) — are those of art. 20 and clause 5.7 of the Schedule and of art. 4, art. 5 and art. 8 of the Master Terms, which the Customer has accepted and, where required, specifically approved. This EULA restates none of them and creates no further condition.

6.2 Users of the Installation

The Customer makes the Software available, through the Installation, to its own personnel and to the persons who operate its Machines, within the Agreement. No fee is due for the plant operators who use a Machine on which a Component is installed, in accordance with clause 4.6 of the Schedule.

Art. 7 — Offline operation, grace period and enforcement

7.1 Operation without connectivity

Where the Server or a Machine has no connectivity, the Software continues to operate on the basis of the licence records already installed for the grace period of clause 5.3 of the Schedule, which runs from the last successful validation; the Provider may extend it in writing for plants that are permanently disconnected. The Installation shows the date of the last successful validation and the end of the grace period.

7.2 Enforcement never stops a Machine

In accordance with clause 5.4 of the Schedule, the expiry, suspension or non-renewal of a licence record acts only on the engineering, publishing and export functions of the Software and on the issue of new licence records. It never stops, blocks, degrades or remotely disables a Component already installed and operating on a Machine, and it never interferes with the operation, control or safety functions of the industrial equipment of the Customer.

7.3 Licence records as reference measurement

The licence records issued and validated by the Installation and by the License Manager are the reference measurement of clause 5.5 of the Schedule for the annual reconciliation of art. 12 of the Schedule, without prejudice to the right of either Party to prove the contrary by any means. The Installation lets the Customer export the extract of its own licence records at any time.

Art. 8 — Validation data

8.1 What is transmitted

Licence validation transmits only the technical data listed in clause 5.6 of the Schedule: licence record identifier, Machine or Seat identifier, version of the Software and of the Component, activation and validation counters, and time stamps. It transmits no process data, drawings, project files, production data or personal data other than the technical identifiers of the account.

8.2 Disconnected plants

Where the plant is not connected, validation may be relayed by a local collector installed on the Server, or replaced by the monthly report signed by the Customer and listing the Machines activated, as provided in clause 5.6 of the Schedule. The Installation prepares that report from its

own licence records.

Art. 9 — Updates, versions and support

9.1 Updates

Updates of the Software are made available under clause 17.7 of the Schedule. The Customer decides when to install them on the Installation; the Provider recommends installing security updates without delay and describes, for each update, what it changes. An update never changes the terms of the Agreement.

9.2 Support

Support for the Installation is provided under art. 17 of the Schedule and, for the On-Premise variant, under clause 17.6 of the Schedule, at the addresses of art. 14.3.

Art. 10 — Personal data

10.1 Roles

The data processed on the Installation are under the control of the Customer, which operates the Installation within its own infrastructure. The Provider processes, as processor of the Customer, only the data that the Customer makes available to it for support and maintenance, and, as controller, the validation data of art. 8 and the Acceptance Record of art. 12, in accordance with art. 22 of the Schedule, with the Data Processing Agreement (IUX-EN-31), and in particular its art. 16 on the On-Premise and VPS deployment models, and with the Privacy Policy (IUX-EN-33).

10.2 Data of the Administrator

The identification data of the Administrator recorded in the Acceptance Record are processed by the Provider to prove the activation and the acceptance of this EULA, for the period stated in clause 34.4 of the Schedule, and are not used for any other purpose.

Art. 11 — Third-party and open-source components

11.1 Notices

The Software includes third-party and open-source components, which are governed by their own licences in accordance with clause 20.5 of the Schedule. The notices and the texts of those licences are available in the Installation and are made available on request.

Art. 12 — Acceptance Record

12.1 Acceptance

This EULA is accepted by the Administrator with a single confirmation, after reading it in full, by which the Administrator declares that he or she accepts it on behalf of the Customer and confirms the authority of art. 3.2. No one-time password and no signature is required: the Agreement has already been executed with the mechanisms of art. 34 of the Schedule, and this EULA contains no clause requiring a separate step.

12.2 Content of the record

The Installation writes, in a local register that only allows additions, an Acceptance Record with: the identity of the Administrator as entered at the activation; the date and time in coordinated universal time; the address and the software identifier of the terminal used, where available; the code, the version and the hash of the text of this EULA shown; the language shown; the licence identifier of the Activation File; and the confirmation of art. 3.2. Each record is chained to the previous one by a hash, so that a removed or altered record can be detected.

12.3 Replication to the Provider and copy for the Customer

Where the Installation is connected, the Acceptance Record is transmitted to the registry of the Provider at the activation; where it is not connected, it is transmitted at the first synchronisation performed by the local collector or with the monthly report of art. 8.2. The Provider retains it in a tamper-evident manner for the period of clause 34.4 of the Schedule, and the Customer may obtain a copy of it on request, as well as read it at any time in the Installation.

Art. 13 — Term

13.1 Duration

This EULA applies to the Installation for as long as the Agreement is in force for that Installation. It creates no term of its own and no right to terminate: the term, the renewal and the ending of the Agreement are those of art. 14 of the Schedule.

13.2 Effects of the ending of the Agreement

On the ending of the Agreement the effects on the Installation are those of art. 24 and art. 25 of the Schedule: the engineering, publishing and export functions end, the Components already embedded on Machines delivered to third parties continue to operate under the Legacy Grants, the data of the Customer are retrieved under art. 24, and the Server or the managed instance is returned or decommissioned under art. 26 or art. 27 of the Schedule.

Art. 14 — Final provisions

14.1 Order of precedence

The order of precedence of the contractual package is the single one set out in art. 2.3 of the Master Terms; this EULA does not restate it and establishes no different order.

14.2 Versions of this document

This EULA is a versioned document of the legal registry of the Provider. A new version applies to the activations performed after its publication, is shown at the first run of the Installations activated from then on and never changes the terms of the Agreement in force. The version accepted for an Installation is the one recorded in its Acceptance Record.

14.3 Contacts

Questions on this document and on the activation may be addressed to the Provider, DEVIBRAIN S.R.L., Via Coggetti 6, 24128 Bergamo (BG), Italy, certified electronic mail devibrain@pec.it, or to the support addresses stated in the Order Form.

14.4 Governing law and disputes

The law applicable to this EULA and the treatment of any dispute concerning it are those of the Agreement, stated in art. 33 of the Schedule, which the Customer has already approved; this EULA adds no forum, arbitration or other provision on the subject.

Validation note

This document is a release candidate, version 1.0, of the IndustryUX contractual corpus. It has been prepared as a contractual text and does not constitute legal advice. Before being used with real customers it must be validated by a qualified lawyer and, for the parts concerning personal data, by a data protection officer. It has been drafted so as to contain no clause subject to specific approval under Articles 1341 and 1342 of the Italian Civil Code; should a future version introduce one, the acceptance mechanism of art. 12 would no longer be sufficient and a separate approval step would have to be added.

Changelog

Version	Date	Changes
1.0	2026-09-20	First release candidate of the End User Licence Agreement for On-Premise and VPS installations (IUX-EN-21), issued with the enterprise-channel release (Enterprise Schedule 1.6); click-wrap acceptance at the first run, without clauses requiring specific approval

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Frozen copy — the authoritative record is the version stored in the IndustryUX legal registry.