Q DESYS
S/W for Embedded Systems

Via Mazzano, 14a
37024 – Negrar
Verona – ITALY
Mobile: +39.347.4636631
P.IVA: 03651070231

QDESYS
Diego Quagreda
Via Mazzano, 14a
37024 – Negrar
Verona ITALY

Monday, December 25, 2017

Our Ref: QD_LA_2017_12_25

Subject: Field Oriented Control Library and Motor Control Intellectual Property (IP) cores evaluation license.

Product ID: FOCLIB_EVAL_V_1.0

GLOSSARY

FPGA	Field Programmable Gate Array
FOC	Field Oriented Control
IP	Intellectual Property
PI	Proportional Integral control
VHDL	VHSIC Hardware Description Language
VHSIC	Very High Speed Integrated Circuits

Dear Sirs:

QDESYS is glad to license the FOCLIB_EVAL_V_1.0 listed in the Table IP DESCRIPTION and the associated documentation.

The Licensed Material is identified in the next Table as High Performance Field Oriented Control IP and listed in the Table IP DESCRIPTION.

The licensed Material usage is limited to evaluation, and hobbyist non -commercial usage only.

The Reference Designs, Application Note, Microblaze Network Agent C source code and GUI Graphical User Interface are provided 'AS IS' as complimentary with no warranty.:

PROVIDED WITH CORES		
ITEM	**FORMAT**	**DESCRIPTION**
High Performance Field Oriented Control IP	FPGA IP CORES	total of 18 IP
Documentation	Data Sheets	total of 18 data sheets
Design File Formats	Encrypted VHDL (1)	See list of IP included
Constraint Files	Xdc	1
Instantiation Templates	VHDL	1
Reference Designs & Application Notes	Vivado sample design	1
Microblaze Network Agent C source code	C	
GUI Graphical User Interface	Executable Windows-10x64	Requires .NET (free), NI - Labstudio (free)

The offered Package is compatible with **Xilinx Vivado 2017.4**

The offered product is compatible with the following Xilinx™ FPGA families:

- **Zynq- 7000**

- **KINTEX- 7®.**

The offered products can be evaluated and applications developed on the following platforms

PLATFORMS			
Platform Zynq-7000 EPP ZC702 Kit	EK-Z7-ZC702-CES-G	XC7Z020 CLG484 -1 EPP	Xilinx
ZedBoard™ Zynq-7000	AES-Z7EV-7Z020-G	XC7Z020 CLG484 -1 EPP	Avnet
Trenz Electronic Zynq-7000	TE0720/TE0701	XC7Z020-2CLG484I	Trenz

The Package contains the following IPs.

IP DESCRIPTION	
Encoder	encdig3w.vhd
Rotor electrical angle emulator	manrot.vhd
Clarke's transformation	clarke.vhd
Park and inverse Park transformation	park.vhd
Low pass filter of first order	filtriir.vhd
Multi-functional Space Vector PWM modulator	pwmmod.vhd
Initialized double port BRAM 1024x18 wrapper	bram1k18.vhd
Interpolated Sine and cosine functions	sincos.vhd
Arcotangent2 function	atan2.vhd
Flexible Integer division with remainder	idivision.vhd
PI regulator with anti-windup	pi_control.vhd
Cartesian to polar coordinates conversion	rectopol.vhd
Recursive Pulse Frequency Modulator	rpfm.vhd
Dynamic Offset Tuner	adjadval.vhd
RPFM space vector modulator	Rpfm3phmod.vhd
Sliding Mode observer	Posslmeval.vhd
Hall sensors position evaluation	Hallsnsp.vhd
FOC module	motorfoc.vhd

FOC module contains all the listed IP.

The Package includes:

- GUI (Graphic User Interface)
- Scripting DLL
- Datasheets and examples
- 8 hours of phone assistance

Training can be provided with separate offer
Service and Integration can be provided with separate offer
Sincerely,

Diego Quagreda

QDESYS LICENSE AGREEMENT

Licensee:

_____

Licensee address:

_____

Licensee's authorized representative:

_____

Effective Date:

December 25, 2017_____

Authorized Site: The company address

_____

QDESYS CORE LICENSE AGREEMENT

CAREFULLY READ THIS CORE LICENSE AGREEMENT ("AGREEMENT"). BY ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS (DEFINED BELOW), YOU AGREE ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT. "LICENSEE" MEANS THE CORPORATION OR OTHER LEGAL ENTITY (IDENTIFIED ABOVE) TO WHICH QDESYS, A ITALIAN COMPANY WITH AN OFFICE AT VIA MAZZANO, 14A 37024 – NEGRAR VERONA – ITALY ("QDESYS") HAS ISSUED THE LICENSE DESCRIBED HEREIN. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS, AND IF LICENSEE HAS ALREADY OBTAINED THE LICENSED MATERIALS FROM AN AUTHORIZED SOURCE, PROMPTLY RETURN THE LICENSED MATERIALS FOR A REFUND. AS USED HEREIN, THE "EFFECTIVE DATE " MEANS THE DATE ON WHICH LICENSEE ACCESSES, DOWNLOADS, INSTALLS OR USES THE LICENSED MATERIALS, WHICHEVER OCCURS FIRST.

The parties agree as follows:

1. Product Exhibit; Order of Precedence.

This Agreement incorporates Exhibit A below (the " Product Exhibit "). The Product Exhibit shall identify any terms or conditions that are applicable to the Licensed Materials described therein that are additional to or different from Sections 1 through 12 of this Core License Agreement, and in such case the terms and conditions of the Product Exhibit shall supersede any conflicting provisions of this Core License Agreement solely for such Licensed Materials. The terms or conditions of any purchase order or other document issued by Licensee in connection with this Agreement shall be deemed invalid and have no force or effect to add to or modify this Agreement.

 2. Definitions

"Authorized Site " means that all company addresses are an approved location for licensee's engineers to develop with all content described in this agreement.

 " Error " means a repeatable failure of the Licensed Materials to substantially conform to its specifications as published by QDESYS.

" Licensed Materials " means the QDESYS design files (also referred to as a " core") and documentation, as further described in the Product Exhibit.

" Xilinx Device " means a programmable logic device , including a field programmable gate array (FPGA) device or Zynq®-7000 All Programmable SoCs (ZYNQ), manufactured by Xilinx.

 3. License Grants . Subject to the terms and conditions of this Agreement, QDESYS hereby grants Licensee the following nonexclusive, nontransferable licenses:

 3 .1 Use Rights : Licensee may internally reproduce and use the Licensed Materials for the sole purpose of creating designs that are programmed into a Xilinx Device

3 .2 Distribution Rights : Licensee may reproduce and distribute the Licensed Materials, at no additional cost, solely in binary form for use to program a Xilinx Device that operates in Licensee's system - level hardware products.

 4. Restrictions .

 4 .1 Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 3.1 (Use Rights) , or allow use by any person outside the Authorized Site other than in compliance with Section 3 .2 (Distribution Rights).

 4 .2 Licensee shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use or distribution of the Licensed Materials (per Section 3 above), and for archival and back - up purposes, provided always that Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.

 4 .3 Licensee shall not distribute or provide Licensed Materials to a third party , other than in compliance with Section 3.2 (Distribution Rights).

 4 .4 Licensee shall not publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for its own competing development activities.

 4 .5 Licensee shall not decrypt, decompile, reverse - engineer, disassemble, or otherwise reduce to a human - perceivable form, the Licensed Materials.

 4 .6 Licensee shall not modify or alter the Licensed Materials.

 4 .7 Licensee shall not hypothecate, rent, lease, loan, lend, time - share, sublicense or otherwise transfer the Licensed Materials.

 4.8 Licensee can modify, at no additional cost, other materials in the "PROVIDED WITH CORES" table as needed for licensee applications including the Network Agent C source code, reference design (XILINX EDK sample design), VHDL Instantiation templates, and constraint files. QDESYS does not assume any liability and responsibility direct, indirect, or consequential on the modified materials.

6. Ownership. Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of QDESYS , or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication, estoppel or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 3 (License Grants) . Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to QDESYS from third parties and that such third parties are intended third - party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights.

7. Confidentiality. Except as otherwise expressly permitted in Section 3 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials as the proprietary trade secrets of QDESYS ; and (b) not make the Licensed Materials available in any form to any person other than to its employees who are working at the Authorized Site , who have a genuine " need to know " for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of QDESYS (and its licensors, if any) than those contained herein. Licensee represents to QDESYS that it maintains a system of confidentiality consistent with commonly accepted practices in the semiconductor industry to protect its own confidential business information, including written agreements with employees, and that the Licensed Materials will be protected by such a system to the same extent, but in no event with less than reasonable care. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to QDESYS for which there may be no adequate remedy at law, and QDESYS shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

8. Limited Warranty. QDESYS warrants that if Licensee reports an Error to QDESYS in writing within a period of one (1) year from the Effective Date (the " Warranty Period "), then QDESYS shall correct or provide a workaround for the Error or replace the Licensed Materials with substantially similar materials without such Error , or if neither is in the opinion of QDESYS commercially feasible, then QDESYS may terminate the license granted to Licensee for such Licensed Materials and refund the license fee received by QDESYS for such Licensed Materials . The foregoing describes the sole liability of QDESYS and the exclusive remedy of Licensee with respect to any breach of the foregoing limited warranty.

9. Disclaimers.

9 .1 EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8 (LIMITED WARRANTY), THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. QDESYS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON - INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR P URPOSE. QDESYS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSED MATERIALS WILL OPERATE PROPERLY IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR - FREE, OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS ARE CAPABLE OF BEING C ORRECTED.

9 .2 LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

9.3 THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAIL - SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL - SAFE PERFORMANCE, SUCH AS IN LIFE - SUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CRITICAL APPLICATIONS"). FURTHERMORE, THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATIONS THAT AFFECT CONTROL OF A VEHICLE OR AIRCRAFT, UNLESS THERE IS A FAIL - SAFE OR REDUNDANCY FEATURE (WHICH DOES NOT INCLUDE USE OF SOFTWARE IN THE XILINX DEVICE TO IMPLEMENT THE REDUNDANCY) AND A WARNING SIGNAL UPON FAILURE TO THE OPERATOR. LICENSEE AGREES, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT INCORPORATE THE LICENSED MATERIALS, TO THOROUGHLY TEST THE SAME FOR SAFETY PURPOSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

10 . Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL QDESYS OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) IN NO EVENT SHALL THE ENTIRE LIABILITY OF QDESYS OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEE S RECEIVED BY QDESYS FROM LICENSEE FOR THE APPLICABLE LICENSED MATERIALS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY ; (3) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF QDESYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

11 . Term and Termination.

11 .1 Term . This Agreement will commence upon the Effective Date and will remain effective until terminated in accordance with this Section 11.

11 .2 Termination by Licensee. Licensee may terminate this Agreement at any time for any or no reason by destroying the Licensed Materials and all copies, and providing notice to QDESYS of same. Licensee may also terminate this Agreement for material breach by QDESYS, provided that Licensee has given written notice to QDESYS of such breach and QDESYS fails to cure such breach with in thirty (30) days thereof.

11 .3 Termination by QDESYS. QDESYS may terminate this Agreement for material breach by Licensee, provided that QDESYS has given written notice to Licensee of such breach and Licensee fails to cure such breach with in thirty (30) days thereof ; provided, however, in the event of a breach of confidentiality under Section 7 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to QDESYS, then QDESYS may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

11 .4 Effects of Termination . Upon termination of this Agreement the licenses and rights granted by QDESYS hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies, and all related documentation and certify such destruction in writing to QDESYS. In addition to any outstanding payment obligations of Licensee, e ach party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Section s 6 (Ownership); 7 (Confidentiality); 9 (Disclaimers); 10 (Limitation of Liability), 11.4 (Effects of Termination);

Sales Conditions

(1) The terms and conditions as set forth herein as well as any additional terms and conditions that may appear on the face hereof shall constitute the entire agreement between QDESYS ("Seller") and Buyer. Seller will not be bound by any terms of Buyer's order that are inconsistent with the terms herein. Acceptance by Buyer of these terms is made by written acceptance

(2) Custom clearance is not included and is a customer duty

(3) Unless expressly agreed otherwise the occurrence or non-occurrence of any event with European Economic and Monetary Union will not of itself result in the discharge or cancellation of this order or entitle either Buyer unilaterally to vary or terminate it. In the absence of any other mutual agreement between Buyer and Seller, any act of state which requires conversion to Euro transaction currency will result in an automatic re-calculation of all local-currency amounts specified in this order to Euro per required rules at official standard rates, rounded to 2 decimal points per usual arithmetic practice.

(4) Unless otherwise provided on the front of this form, products furnished hereunder shall be newly manufactured products but may contain components, corrections or workarounds on components reprocessed and reassembled, as appropriate to meet or exceed the Seller's specifications for newly manufactured components.

(5) The price of all Products unless otherwise specifically stated on the face hereof is F.O.B. carrier, at the place of manufacture or warehouse location, which is the address set forth on the face hereof, exclusive of insurance cost. The cost of packaging for normal EU shipment is included in the invoiced price. Where special domestic or export packaging is specified, involving greater expense, a charge will be made to cover such extra expense.

(6) Prices and orders do not include Federal, State or local excise, sales, use or other taxes now or hereinafter enacted, which are applicable to the Products sold hereunder or this transaction (excluding only taxes based on Seller's income), which tax or taxes will be added by Seller to the sales price when Seller has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provides Seller with a proper tax exemption certificate. In the event Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, the Buyer shall reimburse Seller therefore.

(7) Prices quoted are for the Products and services described on the face hereof only and do not include technical data, proprietary rights of any kind, patent rights, qualification, environmental or other than Seller's standard tests unless expressly agreed to in writing by Seller.

(8) Unless otherwise stated by Seller in writing, all quotations are firm for, and expire, sixty (60) days after date thereof and constitute offers.

(9) Unless otherwise stated on the front of this form, the terms of the sale are net 30 from date of invoice. Seller reserves the right to require alternative payment terms, including, without limitation, sight draft, letter of credit or payment in advance. All payments shall be made to seller at its principal office in Negrar, Italy or such other office as designated on the face hereof. Interest accrues on overdue invoices at the rate of one and one-half percent (1 1/2%) per month, but not more than the amount allowed by law, on the unpaid balance from the original due date of the invoice. Payment shall not be withheld for delay in installation if at Buyer's request nor for delay in delivery of required documentation unless a separate price is stated therefore, and only to the extent of the prices stated.

(10) Unless otherwise agreed to in writing by Seller, all transportation shall be at the expense of Buyer, Seller reserving the right to ship Products freight collect and to select the means of

transportation and routing. Unless otherwise advised, Seller may insure to full value of the Products or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer's account. Risk of loss or damage shall pass to Buyer upon delivery of the Products to the transportation company at the FOB point, whether or not installation is provided by or under supervision of Seller.

(11) Seller will attempt to meet shipment schedules. However, any shipment quotation or forecast on an order acknowledgment is only an estimate of the time required to make shipment and Seller will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason, including its active or passive negligence. Seller reserves the right to allocate inventories and current production in any way it deems desirable.

(12) The Buyer shall have the right to inspect the goods upon tender of delivery. Failure of the Buyer to inspect the goods and give written notice to the Seller of any alleged defect or nonconformity within thirty (30) days after tender of delivery shall constitute an irrevocable acceptance by Buyer.

(13) The Products may not be returned to Seller without first obtaining Seller's consent. The request for return and credit must be filed with Seller and shall include purchase order number, approximate date shipped and any and all other identifying numbers (such as invoice number, date of invoice, P.O. numbers, etc.). Each request for return of Products for credit should state the type and quantity of goods, the part numbers and the reasons for the return. If return authorization is granted, Products shall be returned in a clean, well packaged condition. No credit allowance on defectives will be made and no replacement for defectives will be shipped in any event, unless the alleged defectives are, among other things, established to Seller's satisfaction after suitable testing and inspection by Seller.

(14) Any order for a standard Product with a published price accepted by Seller and terminated by Buyer prior to shipment, shall be subject to a termination charge of not less than ten percent (10%) of the order value to cover costs of processing and order handlings. Termination thereof within thirty (30) days before shipment shall be subject to a written acceptance by Seller and termination charge of not less than twenty-five percent (25%) of the order value, thereafter no such order may be terminated except by mutual agreement in writing. Buyer will pay all costs, direct and indirect, which have been incurred by Seller with regard to Products which have not been completely manufactured at the time of Seller's receipt of notice of termination, plus a pro rata portion of the normal profit on the contract;

(15) LIMITED WARRANTY—LIMITATION OF REMEDIES. - Except as otherwise specified herein, Seller warrants the Products:

   a. To be free from defects in material and workmanship for a period of time and under such conditions as specified in Seller's warranty for the individual Product, or for twelve (12) months from shipment if a warranty for an individual Product is not specified, and

   b. To perform in the manner and under the conditions as specified in Seller's warranty for the individual Product or for twelve (12) months from shipment if a warranty for an individual product is not specified.

   c. Maintenance is included for twelve (12) months and includes the delivery of further developed versions of the programs and the remedy of defects.

   d. Defects are defined as deviations from the features the programs described in the IP datasheets. Notification to QDESYS shall be in written form via e-mail sent at info@qdesys.com and communicated within the period of the warranty. Defects communicated after the warranty period may not be remedied, and QDESYS reserves the right to provide to customer the **current version** with the defect removed, if applicable.

    e. Non conformity is the discrepancy between the intended behavior described in the IP datasheet and the actual behavior. In case of non conformity QDESYS reserves the right to update the documentation or correct the IP behavior if QDESYS recognizes the non conformity as defect.

    f. Duty to remove defects is limited to the **current version** of the available IP.

    g. Support for the preceding versions will end six (6) months after the release of the latest version. However, such duty shall continue to exist if the acceptance thereof would be unreasonable to the customer, provided QDESYS is capable of rendering such performances. In the above case, QDESYS is entitled to claim for added costs and expenses, including costs and expenses accruing for maintenance of the required support and maintenance.

    h. In the event defects occur during contractual use of the programs, the customer shall give notice of such defects in comprehensible form, specifying information useful for identification of the defect, in writing.

    i. A precondition for all claims against QDESYS shall be that the defect is reproducible or can be displayed through mechanically generated copies.

    j. The customer shall assist QDESYS, within reasonable limits, in the removal of defects, particularly transmitting the program as used upon occurrence of the defect, at the request of QDESYS, making available all the means to reproduce the problem.

(16) This warranty is the only warranty made by Seller with respect to the Products. Goods or parts which are replaced or repaired under this warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to the specific product. These remedies are available only if Seller is notified in writing by Buyer promptly upon discovery of the defect, and in any event within the warranty period for the individual Product, Seller's examination of such goods discloses to Seller's satisfaction that such defects actually exist and the goods have not been (i) repaired, worked on, or altered by persons not authorized by Seller so as, in Seller's sole judgment, to injure the stability reliability, or proper operation of such goods; (ii) subject to misuse, negligence or accident; or (iii) connected, installed, used or adjusted otherwise that in accordance with the instructions furnished by Seller.

(17) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR SPECIFIC WRITTEN PRODUCT PERFORMANCE GUARANTEES) WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE BUYER'S SOLE REMEDY AND SELLER'S SOLE LIABILITY ON CONTRACT OR WARRANTY OR OTHERWISE FOR THE PRODUCT.

(18) The sale of the Products hereunder to Buyer shall in no way be deemed to confer upon Buyer any right, interest or license in any patents or patent applications or design copyrights the Seller may have covering the Products. Seller retains for itself all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to any Products supplied by Seller and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Seller in connection with the Products or with any and all Products developed by Seller as a result thereof, including the sole right to manufacture any and all such Products. Buyer warrants that it will not divulge, disclose, or in any way distribute or make use of such information, and that it will not manufacture or engage to have manufactured such Products.

(19) This agreement will be governed by the Italian laws.

(20) LIMITATION OF LIABILITY –

a. Seller will not be liable for any loss, damages or penalty resulting from delay in delivery of the Products when such delay is due to causes beyond the reasonable control of Seller, including without limitation, supplier delay, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay.

b. SELLER'S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT AND/OR SALE WILL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS, AT SELLER'S SOLE OPTION, AS SET FORTH IN PARAGRAPH 9 ABOVE. IN NO EVENT WILL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTED PRODUCTS BY BUYER, NOR WILL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING WITHOUT LIMITATION LOSS OF PROFIT WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SELLER ARISING OUT OF THIS AGREEMENT AND/OR SALE.

(21) SUBSTITUTIONS AND MODIFICATIONS - Seller will have the right to make substitutions and modifications at the specifications of Products sold by Seller, provided that such substitutions or modifications will not materially affect overall Product performance.