

LEONARDO DIAGNOSTIC TOOL

END USER LICENSE AGREEMENT (EULA) & TERMS OF SALE

NORTH AMERICAN DISTRIBUTOR: Nicki's Inc. d/b/a Nick's Forza Ferrari	MANUFACTURER: Giovanni Accinni S.R.L.
HARDWARE SERIAL NUMBER:	INVOICE / WAYBILL NUMBER:

1. DISTRIBUTION RELATIONSHIP & SOFTWARE LICENSE GRANT

- 1.1 Grant of License & Authorization:** Nicki's Inc. d/b/a Nick's Forza Ferrari acts as the authorized North American distributor for Giovanni Accinni S.R.L., the original manufacturer and intellectual property holder of the Leonardo Diagnostic Tool. Subject to full payment and compliance with these terms, Nicki's Inc. d/b/a Nick's Forza Ferrari grants the Purchaser an exclusive license to execute and run the proprietary Leonardo diagnostic software, and system updates solely on the designated hardware unit bearing the assigned serial number.
- 1.2 Intellectual Property & Anti-Cloning Restrictions:** All rights, title, and interest in and to the Leonardo diagnostic software, interface protocols, firmware, and underlying database architecture remain the exclusive intellectual property of Giovanni Accinni S.R.L. The Purchaser shall not reverse engineer, decompile, disassemble, clone, extract source code from, or modify any portion of the software, interface, or hardware unit.

2. HARDWARE, WARRANTY & MAINTENANCE

- 2.1 Hardware Ownership:** Physical title to and ownership of the diagnostic unit shall remain with Seller (or its designated financing institution) and shall not pass to Purchaser until the total purchase price—including all applicable principal, interest, and fees under any financing agreement—is paid in full. Operational rights to the internal diagnostic software and manufacturer updates remain strictly governed by Section 1.
- 2.2 Limited Hardware Warranty:** The diagnostic hardware is covered under the original manufacturer's (Giovanni Accinni S.R.L.) limited warranty against defects in materials and workmanship for a period of twenty four (24) months from the date of initial activation. Warranty fulfillment and service claims are processed through Nicki's Inc. d/b/a Nick's Forza Ferrari.
- 2.3 Subscriptions & Database Updates:** Access to software updates, requires an active annual subscription managed through Nicki's Inc. d/b/a Nick's Forza Ferrari. The addition of new vehicle makes and models is available for an additional cost if required, managed and billed separately through Nicki's Inc. d/b/a Nick's Forza Ferrari.

3. COMPLIANCE, EXPORT CONTROL & LIMITATION OF LIABILITY

- 3.1 End-Use & Trade Compliance:** The Purchaser certifies that the equipment and software will be utilized exclusively for authorized automotive servicing, diagnostics, and maintenance operations at their declared facility, in full compliance with local laws and international trade and export regulations.
- 3.2 Limitation of Liability:** To the maximum extent permitted by applicable law, Nicki's Inc. d/b/a Nick's Forza Ferrari and Giovanni Accinni S.R.L. shall not be liable for any indirect, incidental, consequential, or special damages—including shop downtime, loss of business revenues, errors resulting from operator misuse, improper vehicle battery voltage during, or unauthorized vehicle modifications.

4. TERMS OF ACCEPTANCE & GOVERNING NOTICE

This agreement governs the sale, licensing, and use of the Leonardo Diagnostic Tool. Purchaser accepts and agrees to be bound by all terms and conditions contained herein upon receipt of this document via email, upon payment of invoice, or upon unpacking, activating, or utilizing the hardware unit. Physical execution or return signature is not required for legal enforceability.

5. NORTH AMERICAN DISTRIBUTOR CONTACT INFORMATION

Nicki's Inc. d/b/a Nick's Forza Ferrari

Official North American Distributor for Giovanni Accinni S.R.L.

Sales & Engineering: Nick Scianna (360-410-1949 / nick@leonardodiagnostictool.com)

Official Website: www.leonardodiagnostictool.com
