

## GENERAL TERMS & CONDITIONS

### 1. SCOPE

- 1.1. These General Terms & Conditions regulate the relationship between the Supplier and the Customer in respect of the supply of the Software and of Consultancy services.
- 1.2. These General Terms & Conditions shall prevail over any other document signed between the Parties. In the event of any conflict between the provisions contained in these General Terms & Conditions and those contained in other documents signed between the Parties, these General Terms & Conditions shall prevail.

### 2. CONCLUSION OF THE CONTRACT

- 2.1. Upon conclusion, these General Terms & Conditions and the attached Service Level Agreement are deemed to be read and accepted by the Customer.
- 2.2. The Supplier reserves the right to amend the contents of these General Terms & Conditions at any time, notifying the Customer in writing, with 60 (sixty) days' notice; these General Terms & Conditions, as amended, shall be effective on the date of their publication on the Supplier's website.
- 2.3. The previous article 2.2 is without prejudice to the Customer's right to withdraw from the Contract in accordance with the provisions of Article 3 below.

### 3. DURATION AND WITHDRAWAL

- 3.1. The Contract shall be effective for the Parties from the moment of the signing.
- 3.2. It is agreed between the Parties that the Customer shall be entitled to withdraw from the Contract at any time by giving specific written notice to the Supplier at least 60 (sixty) days in advance.

### 4. TIMING AND PROCEDURES FOR THE PROVISION OF SERVICES

- 4.1. The time schedules for the provision of the services forming the subject matter of the Contract are set out in the technical annex under the section "Development Phases and Time Schedules".
- 4.2. The provision of the services is strictly dependent on the delivery by the Customer to the Supplier of all the eventually required material.
- 4.3. In the event of a delay in the delivery of the material for reasons attributable to the Customer, the Supplier reserves the right to change the terms for the

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provision of the services; the Customer shall have the right to withdraw, in accordance with the provisions of Article 3 above.

- 4.4. The services shall be provided according to the quality standards indicated in the Service Level Agreement attached to these General Terms & Conditions.
- 4.5. The Supplier reserves the right to provide the services through a subcontractor, guaranteeing the utmost professionalism.

## 5. GUARANTEE OF FUNCTIONING OF SERVICES

- 5.1. The Customer shall have a period of 30 (thirty) days from the delivery of the services to check their proper functioning, after which the services shall be deemed fully accepted in all their parts.
- 5.2. The Customer shall be entitled to a term of 1 (one) year warranty on the product supplied. The Supplier therefore undertakes to remedy free of charge and in the shortest possible time any anomalies and/or malfunctions that may occur during the guarantee period.
- 5.3. Furthermore, the Supplier declares that it has taken out an insurance policy with a leading insurance company, with a cap of Euro 3.000.000,00 (three million/00).

## 6. INVOICING AND TERMS OF PAYMENT

- 6.1. Invoicing of the fees shall be made at the end of each month with a payment term of 60 (sixty) days from the end of the month invoice date.
- 6.2. Any changes in the price of the services provided shall be notified in writing to the Customer, who shall be entitled to withdraw from the Contract in accordance with Article 3 above.
- 6.3. In the event of delayed payment, the Customer, starting from the day following the due date of each invoice and without the need for any letter of formal notice, shall pay interest on arrears determined by Article 5 of Italian Legislative Decree No. 231/2002 plus 3 (three) points.
- 6.4. In the event of payment delays exceeding 60 (sixty) days, the Supplier shall have the right to suspend the provision of services and/or declare the Contract terminated.
- 6.5. All payments shall be made in Euro, or in a different currency agreed in writing between the Parties.

## 7. EXPENSES

- 7.1. Board and lodging expenses (e. g. accommodation, meals) shall be subject to separate invoices and reimbursed at cost, provided that they are regularly documented in writing. It is agreed between the Parties that the

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amount of normality for such expenses shall remain set at a maximum daily rate of €250.00 (two hundred and fifty/00).

- 7.2. Transport costs (plane, train, taxi, rental car) shall be subject to separate invoices and shall also be reimbursed at cost, provided they are regularly documented in writing.
- 7.3. It is established that any travel must be agreed in advance between the Parties in writing. In the absence of such authorization, nothing shall be acknowledged to the Supplier for any reason whatsoever.
- 7.4. The Supplier therefore undertakes to account for the activities performed, the time spent on them, the kilometers travelled and the travel, board and lodging expenses incurred before proceeding with the relevant invoicing.

## 8. ADDITIONAL SERVICES

- 8.1. The scope of the Contract is exclusively the provision of the services set out in the Technical Annex.
- 8.2. During the execution of the Contract, any changes and/or interventions, whether of a technical, graphic and/or consulting nature, shall be quoted at the prices in use by the Supplier at the time of the request.
- 8.3. Unless expressly waived, any changes, additions, variations or interventions in the services provided by the Supplier that may be agreed upon between the Supplier and the Customer shall not entail changes to the payment and invoicing terms.

## 9. CONSULTANCY SERVICES

- 9.1. Any Consultancy services shall only relate to the activities specifically described and/or purchased by the Customer and shall be performed at the times and in the manner agreed between the Parties.
- 9.2. The Supplier, for the entire duration of the Contract, shall have the right to independently determine which of its employees/collaborators shall be assigned to perform the Consultancy services and to replace and/or reassign them. It is agreed between the Parties that the Supplier may also make use of third parties, also on a subcontracting basis.
- 9.3. All employees/collaborators/subcontractors assigned to provide Consultancy services shall always have adequate technical skills to guarantee the correct and punctual performance thereof.
- 9.4. Pursuant to Italian Legislative Decree 81/2008, if the Consultancy services are to be carried out at the Customer's site, the Customer undertakes to provide the Supplier's employees/collaborators/subcontractors with detailed information on the specific risks existing in the environment in which they will have to operate, and on the relevant prevention and emergency measures adopted. Furthermore, the Customer undertakes to

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promote cooperation and coordination for the implementation of measures of prevention and protection against occupational risks affecting the work activity covered by the Contract.

- 9.5. The Customer guarantees compliance with all the prescriptions for the protection of hygiene and safety in the work environments for which it is responsible, indemnifying and holding the Supplier harmless from any damage that the Supplier's workers and collaborators may suffer as a result of the breach of these obligations.

## 10. TERMINATION CLAUSE

- 10.1. Without prejudice to any other right of the Supplier (including the right to compensation for damages and suspension of the provision of services), the Supplier may terminate the Contract by right pursuant to Article 1456 of the Italian Civil Code by written notice in the following cases (in addition to the other cases provided for in the Contract and by Italian law):
- (a) fraud and gross negligence of the Customer in the execution of the Contract;
  - (b) manifest incapacity of the Customer in the execution of the Contract;
  - (c) suspension of the execution of the Contract by the Customer without a justified reason;
  - (d) serious breach by the Customer of its obligations under the Contract;
  - (e) assignment by the Customer, in whole or in part, of the activities covered by the Contract to a third party without the prior written consent of the Supplier;
  - (f) filing of applications for bankruptcy or any insolvency proceedings against the Customer;
  - (g) involvement of the Customer in criminal proceedings and/or civil or criminal convictions by the Customer or other circumstances that may prejudice the good name of the Customer or hinder the proper performance of the Customer's activities in the performance of the Contract.

## 11. CONFIDENTIALITY OF INFORMATION

- 11.1. The contents and terms of the Contract are strictly confidential and therefore the Parties undertake not to disclose any details to third parties and to have such information treated with the same confidentiality by their employees/collaborators/subcontractors.

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## 12. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 12.1. The Contract does not grant the Customer any proprietary rights to the Supplier's intellectual and industrial property rights.
- 12.2. In particular, the Supplier shall maintain exclusive ownership of the following intellectual and industrial property rights:
- (a) **"Background Intellectual Property Rights"** which means any Intellectual Property Rights that are owned or otherwise controlled by the Supplier or any of its affiliates at the effective date or thereafter but through activities outside of the scope of this Contract;
  - (b) **"Foreground Intellectual Property Rights"** which means Intellectual Property Rights which are not Background Intellectual Property Rights and which, in the course of this Contract, have been created or developed as part of, or for the purpose of, or results from or is generated under or arises or is obtained pursuant to (or as a result of) this Contract by the Supplier, whether or not included or incorporated in any product, prototype, document, drawing, or any other information, data or item that the Supplier has agreed (if any) to produce under this Contract;
  - (c) **"Sideground Intellectual Property Rights"** which means Intellectual Property Rights, as well as all knowledge, results including data, information as well as any intangible good whether or not it can be protected under national, EU and international intellectual and industrial property laws and regulations, other than Foreground Intellectual Property Rights, created, generated or otherwise achieved by the Supplier during the period of effectiveness of this Contract but not in its execution nor connected to the Contract nor needed for undertaking and completing the Contract, nor for exploit the Contract, even if it is in the same technical or scientific field of the subject matter of the Contract. By way of example only, the Sideground Intellectual Property Rights may include intangible assets dependent on or derived from the Foreground Intellectual Property Rights.
- 12.3. It is expressly forbidden for the Customer to use and/or register – either on his own behalf or on behalf of third parties – trademarks and names relating to products and any inventions, ideations and technical and creative elaborations developed by the Supplier before and during the execution of the Contract, or that in any case derive directly or indirectly from the activities and services performed by the Supplier in the execution of the Contract.

- 12.4. Without prejudice to the foregoing, each Party undertakes to immediately notify the other of any infringement of intellectual and industrial property rights of which it may become aware.
- 12.5. The Customer shall maintain full and exclusive ownership of images, audiovisuals, documents, graphics, plans, and designs ("**Materials**") provided in the execution of the Contract.
- 12.6. The Customer declares that all the Materials delivered to the Supplier in the execution of the Contract or in any case connected to the Contract do not violate any intellectual and industrial property right of third parties, assuming all responsibility for their content and management, with express exoneration of the Supplier from any responsibility and burden of verification and/or control in this regard.

### 13. LIMITATIONS OF LIABILITY

- 13.1. The Parties acknowledge that the Supplier, during the execution of the Contract, shall not be liable for:
  - (a) malfunctioning of the services, caused by technical problems on machinery, servers, routers, telephone lines, telematic networks owned by third-party companies selected to provide the services, in the event that the Provider has been chosen by the Customer to provide the relevant service;
  - (b) malfunctioning of the services, data maintenance, data integrity, loss of data, accidental disclosure of personal or sensitive data, and any other type of damage occurring as a result of attacks by hackers, crackers, viruses;
  - (c) malfunctioning of the services due to non-compliance and/or obsolescence of the equipment and software with which the Customer or third parties are equipped;
  - (d) any damage caused or malfunctioning in the event that the Customer makes changes or alterations of any kind to the services;
  - (e) use of data, delivered and/or requested by the Customer, that were, without the Supplier's knowledge, subject to the intellectual and industrial property rights of third parties.
- 13.2. The use of third-party extensions and connectors (by way of example but not limited to hardware components, software, applications, plug-ins) integrated with the Supplier's services is at the sole risk of the Customer, who assumes liability for any damage that may result from such use.
- 13.3. The Supplier shall not be liable to the Customer for malfunctions and/or damage to the services attributable to the use of third-party extensions and plug-ins. For the same reasons, the Customer shall not be entitled to demand a reduction in the price for the provision of the services from the Supplier, nor shall he be entitled to any kind of compensation.

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## 14. FORCE MAJEURE

- 14.1. Without prejudice to the provisions of Article 13, the Supplier shall not be liable for failure to perform its obligations under the Contract in the presence of an Event of Force Majeure ("**Force Majeure Event**").
- 14.2. By way of example only, a Force Majeure Event occurs in the following cases:
- (a) war (whether declared or not), invasion, extensive military mobilization;
  - (b) economic and/or political upheaval caused by and/or related to international conflicts, civil war, revolt, rebellion and revolution, insurrection, act of terrorism, sabotage or piracy;
  - (c) plague, pandemic (including Covid-19 and/or development thereof), epidemic, natural disaster or extreme natural event;
  - (d) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, computer systems or power;

## 15. REFERENCIABILITY

- 15.1. The Customer consents to the Supplier using the Customer's name, logo, company name and any distinctive sign, together with the scope of the Contract, as a reference for the purposes of promoting and marketing the services provided by the Supplier and/or publishing a case history that can be published on the Supplier's website.

## 16. PRIVACY AND DATA PROTECTION

- 16.1. With the signing of the Contract and its attachments and the subsequent provision of services, personal data of Customers and/or third parties may be collected and processed.
- 16.2. The Data Controller is Traent S.r.l., with registered offices at Viale Coni Zugna n. 71, Milan (20144), VAT n. 110367109676, in the person of the pro tempore legal representative.
- 16.3. Personal data will be processed in compliance with the principles of lawfulness, transparency, and minimization as defined by the EU General Data Protection Regulation (GDPR).
- 16.4. Personal data will be collected and processed at the Data Controller's site, by the Data Controller or by other parties specifically appointed as authorized parties, by means of electronic and computerized instruments, and possibly by means of paper-based instruments. The Data Controller guarantees that the processing will take place by implementing adequate technical and organizational security measures in order to protect and

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ensure the confidentiality of the personal data acquired. Personal data will not be transferred to countries outside the EU.

## 17. EFFECTS OF TERMINATION OF THE CONTRACT

- 17.1. The termination of the Contract, whether as a result of withdrawal by the Customer or for any other reason, shall determine the termination of all Supplier obligations relating to the provision of the services.
- 17.2. The Customer acknowledges that 60 (sixty) days after the termination of the Contract all the digital content deposited by the Customer will be deleted by the Supplier. Consequently, it shall be the precise responsibility of the Customer himself to download his own content for storage within 30 (thirty) days from the termination, for whatever reason, of the Contract.

## 18. GOVERNING LAW AND DISPUTES RESOLUTION

- 18.1. This Contract and all rights and obligations established hereunder shall be exclusively governed by the laws of Italy without regard to their conflict of laws rules.
- 18.2. In the event of any misunderstanding, disagreement or dispute arising between the Parties concerning any aspect of this Contract, including any dispute involving the validity, construction, meaning or effect of this Contract or the rights or liabilities of the Parties, or any matter arising out of the same, or connected therewith, including any breach thereof, the Parties hereby covenant that, in keeping with the cordial relationship of good faith and mutual trust that exists between them, they will use their best efforts to resolve any such misunderstanding, disagreement or dispute in an amicable manner.
- 18.3. If no amicable settlement is reached the Parties irrevocably and unconditionally agree that any dispute arising out of the interpretation, validity, effectiveness, enforcement, termination and/or cessation for any reason of the Contract, if not settled in an amicable way, shall be settled by to the exclusive jurisdiction of the Court of Milan, Italy.

## 19. EXPRESS APPROVAL OF THE CLAUSES

- 19.1. The Parties, by signing this Contract, declare that they accept in their entirety all the clauses contained herein without exclusion or reservation.
- 19.2. The Parties also declare that all the articles of this Contract have been subject to negotiation and that the same has been carried out in full freedom and will of the Parties. Therefore, Articles 1341 and 1342 of the Italian Civil Code shall not apply.

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## 20. GENERAL PROVISIONS

- 20.1. Amendments.** Any modification of this Contract shall be made in writing under penalty of nullity.
- 20.2. EULA.** A copy of the End User Licence Agreement, which can be found at the following link [END-USER-LICENCE-AGREEMENT.pdf](#) is attached to these General Terms and Conditions.
- 20.3. Invalidity.** If, at any time, any provision of this agreement is held invalid, void, or unenforceable, in whole or in part, the Parties shall negotiate in good faith in order to agree on new provisions and to ensure that the replaced provisions have the same commercial and economic effect as the previous ones.
- 20.4. Prohibition of Assignment.** No rights under this Contract may be assigned, sublicensed, transferred, pledged, assigned, or otherwise granted by either Party to any third party.

Pisa, [\*]

Supplier

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Customer

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