



## GENERAL TERMS AND CONDITIONS OF USE OF SOFTWARE PRODUCTS AND SERVICES OF UPDATING, SUPPORT AND MAINTENANCE

These general terms and conditions (hereinafter the “**Terms**”) shall govern the licence of use concerning software products and granted to the customer (“**Customer**”) by TeamSystem S.p.A. (the “**Licensor**”), as well as the provision to Customer of updating, support and maintenance services relating to the software products as described in Attachment A (the “**Services**”).

### PRELIMINARY PROVISIONS

#### **Complete agreement and entry into force**

These Terms together with the special terms of agreement included in the orders signed or filled in from time to time by the Customer and accepted online by the Licensor (the “**Orders**”) shall collectively govern the software licence granted to the Customer and the provision of the Services. These Terms, together with the Orders as well as with any Supplementary Term (as hereinafter defined) shall collectively constitute the complete “**Agreement**” between the parties. In case of conflict between the provisions of these Terms and those included in the Orders signed from time to time by the Customer and accepted (prior or after the date of acceptance of these Terms) by the Licensor, the provisions of the Orders shall prevail.

Without prejudice to the provisions above, these Terms shall amend the general terms and conditions (if any) that are applicable to the Customers with respect to the subject matter of the Agreement.

The Orders shall only be binding for the Licensor upon acceptance by means of written confirmation notice or by starting the relevant performance.

Any terms and conditions other than those of the Agreement or additional to those of the Agreement that is proposed, either by means of pre-printed forms or otherwise, by the Customer or that is mentioned in the Customers’ documents shall not be binding on the Licensor, unless expressly accepted by this latter in writing.

#### **Scope of these Terms and Representations of the Customer**

These Terms shall apply to the use of each software product specified in the Order (“**Software**”), including storage media (if any) on which Software may have been placed at the time of purchase. Furthermore, these Terms shall apply to all updates, supplements, adjustments, upgrades, enhancements and, in general, to all amendments of the Software, including those related to the provision of Services by the Licensor (hereinafter collectively defined as “**Updates and Upgrades**”), except that these latter are accompanied by independent terms and conditions (“**Supplementary Terms**”), which –unless otherwise agreed upon in writing between Licensor and Customer- shall prevail on these Terms while the terms and conditions that may be established in the Orders shall prevail on both these Terms and any Supplementary Terms.

Upon acceptance of these Terms **the Customer represents:** (i) to be duly empowered for the execution and performance – effectively and in full – of the Agreement; (ii) **to wish to use the Software Products (and the relevant Updates and Upgrades, if any) in the framework of its business, craft, commercial or professional activity, being therefore excluded the application of Legislative Decree No. 206/2005 on consumer protection.**

### 1 LIMITED LICENCE OF USE

- 1.1 The Licensor grants the Customer, who accepts, a license to use the Software and the relevant documentation upon the terms and conditions set forth in the Agreement.
- 1.2 The Software is licensed (i) for a single instance of the Software and a single database for each ordered product (therefore the Customer shall be allowed to install a copy of the Software to be used on one database only) and (ii) for a single multi-user system, limited to the maximum number of users as may be determined in the Order. Any request, by the same Customer, of further Software instances or databases (e.g. for test, production or development purposes) is subject to the purchase of further licenses.
- 1.3 The Customer is prohibited from splitting the Software into parts and installing such parts on other devices unless it shall be permitted to do so by any explicit instructions included in the technical documentation (e.g. in circular letters) concerning the Software.
- 1.4 The license of use granted by Licensor to Customer pursuant to this Agreement (the “**License**”) is: non-exclusive, conditional on payment of the relevant fees, non sub-licensable, non-transferable and not to be used by third parties, for any reasons whatsoever, unless prior written consent of the Licensor.
- 1.5 Notwithstanding paragraph 1.4 above, the Customer shall have the right to sub-license Software to the following third parties (“**External users**”):
  - (a) companies directly or indirectly controlled by Customer pursuant to art. 2359, par. 1, No. 1, of the Italian civil code as they may be listed in Attachment B, or
  - (b) in case that the Customer is an accountant or an accounting practice, clients of the Customer as they may be listed in Attachment B, provided in any case that, for the purposes of this paragraph 1.5:
    - (i) in consideration of this right to sub-license Software, the Customer must pay to the Licensor –per each External User - the Additional User Fee specified in Attachment B or determined in separate agreements entered into between the Customer and the Licensor
    - (ii) External Users must be permitted to use the Software exclusively on the database specified in previous paragraph 1.2
    - (iii) Customer shall not, in any case, be allowed to sub-license the Software to a number of Users collectively exceeding that (if any) specified in the Order or in separate agreements entered into between the parties, and
    - (iv) Customer warrants and represents, also by promising the obligation or act of third parties as per art. 1381 of the Italian civil code, that all External Users will comply with all the terms and conditions of the Agreement
    - (v) Customer must indemnify and keep the Licensor harmless from any detrimental consequence, damage, charge, liability or claim of third parties in connection with the use -or lack of use- of Software by External Users.
- 1.6 The Customer is aware that it will need to obtain the equipment, software, phone and/or network services as well as any other supply that may be required to use the Software and enjoy the Services. It will be the responsibility of the Customer to duly check that the hardware, software and network systems are fit for using the Software and enjoying the Services (including Updates and Upgrades). The Customer





hereby waives any claims against the Licensor that may arise in case of operating failure or malfunction of the Software or in case of failure to provide, or incorrect provision of, the Services as a consequence of the fact that the hardware or software and/or network systems of the Customer are unfit.

## 2 ACTIVATION REQUIRED

2.1 The use of the Software is conditional on it being activated by the Customer, by means of the codes to be provided by the Licensor.

## 3 VALIDATION

3.1 The Licensor reserves the right, at any time during the term of the Agreement and without notice, to verify the valid activation of the License and Software. Such validation process may also be carried out by means of software programs for this purpose (e.g. by automatically transmitting to Licensor the details for the identification of licenses and the information needed for the relevant validation that are stored in the systems of the user).

3.2 The Customer hereby gives its express consent to the Licensor's use, for validation purposes, of the information collected during the carrying out of verification contemplated in paragraph 3.1 above.

3.3 In the event that the Software has not been duly activated, is not original, has been counterfeited, or if the Customer does not have a regular license, the Licensor may, without notice, prevent the Software from being used and discontinue provision of Services.

## 4 UPDATES AND UPGRADES

4.1 The Updates and Upgrades, together with the relevant licenses of use, will be supplied by the Licensor to the Customer in the framework of the provision of the Services and will be exclusively related to the Software licensed under this Agreement.

4.2 The Updates and Upgrades shall be governed by the provisions herein established with reference to the Software, to the extent that such provisions are compatible.

4.3 The Customer is aware of, and agrees upon, the fact that, based on a final decision of TeamSystem, Updates and Upgrades may cause the alteration or removal of certain features of the Software or the replacement or migration (in full or in part) of the Software itself.

## 5 USE OF THE SOFTWARE

5.1 The Customer acknowledges and agrees that all industrial and/or intellectual property rights over the Software and the relevant documentation, including economic exploitation rights, in full or in part, anywhere in the world, shall remain with the Licensor and/or its assignees and successors and shall not be transferred to the Customer by virtue of this Agreement. The Software is licensed with the limits, upon the conditions and for the duration specified in this Agreement. Therefore, the Customer shall have the right to use the Software exclusively as provided for in the Agreement and in strict compliance with technical restrictions preventing any improper use of the Software. For instance, without limitations, the Customer is not allowed to:

- (i) Circumvent technical restrictions and technological measures existing in the Software
- (ii) Reverse engineer, decompile or disassemble the Software unless and to the extent that it is explicitly allowed by the law
- (iii) Make copies of the Software, without prejudice to art. 7 of these Terms or to any imperative provisions of the law
- (iv) Make the Software available to the public, also with a view not to allow third parties to make copies of it;
- (v) Use the Software in conflict with any provisions of the laws.

5.2 The Customer acknowledges that the Software may include and/or require the use of certain open-source software and hereby undertakes to comply with all the terms and conditions applicable to it. If necessary, such conditions will be disclosed by the Licensor to the Customer as appropriate.

## 6 FEES, ADJUSTMENT OF FEES AND SETTLEMENT

6.1 In consideration for the Licensor granting the Software License of use, for the duration set forth in following art. 12, Customer must pay fees to the Licensor as it has been specified in the Order or may be determined in separate agreements entered into between the Customer and the Licensor ("**Fees**"). In consideration for the Licensor providing Services as determined in the Agreement together with the relevant Updates and Upgrades, the Customer must pay the yearly fees to the Licensor as specified in the Order signed by the Customer or as determined in separate agreements entered into between the Customer and the Licensor ("**Yearly fees**").

6.2 The Customer acknowledges and expressly accepts that the Fees and the Yearly Fees pursuant to paragraph 6.1 above shall be adjusted every year based on 100% of the upward variation, calculated as the average over the last twelve-month period, of the Services Producer Prices (SPPI) Index, as determined by the Italian National Institute of Statistics (ISTAT).

6.3 The Customer acknowledges and accepts that the Software and activities provided by the Licensor pursuant to the Agreement require, by their very nature, constant technological and legal updating implying continual and expensive updating and development activities needed in order to ensure that the Software runs properly and the Services are duly and fully provided. As a consequence, the Licensor shall have the right to adjust the Yearly Fees also in excess of the variation of ISTAT index according to the rules set forth in following art. 20.

6.4 Without prejudice to the provisions of previous par. 6.3, if unforeseen circumstances arise during the term of the Agreement placing an increased burden on the Licensor, this latter shall have the right to receive from the Customer a one-off remuneration, to be determined on an equitable basis, or an adjustment to the Yearly Fees.

6.5 Without prejudice to the provisions included in Orders, all the Fees and Yearly Fees shall be specified net of VAT and of any further applicable taxes.

6.6 Settlement shall be made by Customer within the term specified in the Order or, in the lack of such a term, within thirty days from receipt of the invoice issued by Licensor. The Yearly Fees payable for the provision of the Services and for License Renewal, shall be reduced on a pro-rata basis in case the services are not enjoyed over a full one-year period but only for a part of it.





- 6.7 In case of failure to pay or late payment of any amount payable pursuant to this Agreement, the Customer shall automatically lose the benefit of time limit and the Licensor shall be entitled to interest for late payment at the rate specified in Legislative Decree No. 231/2002. In such event, the Licensor reserves the right to address the Customer a notice requiring performance within fifteen days from the date of the notice. In case of Customer's failure to pay prior to expiration of such a term, the Licensor shall be entitled to immediately suspend performance of this Agreement without further notice (including by means of preventing the use of Software and of discontinuing the provision of Services). Furthermore, in case of Customer's failure to pay within thirty days from receipt of the above mentioned notice to perform, the Licensor shall be entitled to (i) early terminate this Agreement upon written notice with no further activity required and/or (ii) to withdraw from any further agreement existing with the Customer.
- 6.8 Departing from art. 1460 of the Italian Civil Code, the Customer hereby waives the right to suspend payment obligations contemplated in this art. 6 upon prior filing of pleas and defenses.

## **7 NO ASSIGNMENT – NO COPY**

- 7.1 Without prejudice to the provisions of previous paragraph 1.5 of these Terms, the Customer hereby undertakes not to assign the Software to third parties, for any reason whatsoever, nor to allow third parties to use the Software, for any reason whatsoever, as well as not to copy the Software, nor allow the Software to be copied by third parties, without the Licensor's prior written consent, also after the end of the contractual relationship. The Customer hereby acknowledges that doing otherwise shall not only represent a breach to this Agreement but it shall also be an infringement to the Licensor's rights on the Software and the relevant documentation as well as, more in general, to current regulation on copyright.
- 7.2 Should the use of the Software be made other than in compliance with the provisions under previous paragraph 7.1, the Licensor shall be entitled to terminate this Agreement and the Customer shall be liable to pay a penalty to the Licensor equal to three times the amount due to the Licensor for the use of the Software as it has been made by the Customer, without prejudice to the right of the Licensor to compensation for additional damages suffered, if any. The Customer hereby acknowledges that the penalty in this paragraph is adequate in the light of the Licensor's interest in the use of the Software according to the manners set forth under previous paragraph 7.1 and declares, as a consequence, that such penalty is not liable for reduction pursuant to art. 1384 of the Italian Civil Code.

## **8 BACKUP**

- 8.1 If the Software is on a disk or other medium at the time of purchase, the Customer is authorized to make copies of it for backup purposes only. Such copies may only be used by the Customer for the purposes of reinstalling the Software on the device referred to in the License.
- 8.2 The use of the backup copy is conditional on it being activated by the Customer according to the formalities set forth under previous paragraph 2.1 and to the validation process contemplated in previous paragraph 3.1.

## **9 VALIDITY OF THE LICENSE**

- 9.1 The evidence of the validity of the license shall be given upon the successful activation and validation of the License and of the Services to be carried out according to the formalities provided for in the Agreement.

## **10 LIMITED WARRANTY**

- 10.1 The Customer acknowledges and accepts that the Software, including its upgrades and relevant documentation, is provided "as is" with no warranties of any kind, express or implied, by the Licensor that the Software is fit for the needs of the Customer, is free from any error or it offers features not expressly included in the technical specifications and relevant documentation.

## **11 SERVICES**

- 11.1 The Licensor shall provide the Customer with the Services specified in Attachment A and with those other services (if any) that may be agreed upon from time to time between the Licensor and the Customer, being it understood that these latter services shall in any case be governed by these Terms.
- 11.2 The provision of Services shall become effective on the date of signature of the relevant Order or, in the lack of such a date, on the date when the request of Services made by the Customer is accepted by the Licensor, and shall have the duration established by the following art. 12.
- 11.3 Without prejudice to the provisions of the following paragraph 12.4 concerning the recovery of stored data, the Customer hereby agrees that in the event of termination of the Services, for any reason whatsoever, the Licensor will be entitled to prohibit the use of the Software and will cease to supply the Customer with corrections of occurring malfunctions (if any) as well as with any Update or Upgrade or new release of the Software or with support or maintenance services, being it understood that the Licensor shall not be liable for damages however arising from such termination.
- 11.4 In case of failure to renew the Services, should the Customer wish to be receiving again the updating, support or maintenance services, it must enter into a new agreement with the Licensor upon the terms and conditions that may be agreed upon from time to time. Any additional charge arising from the request of re-activation of the services shall in any case be at the charge of the Customer.
- 11.5 In the event of a request for technical support, and in view of enhancing the performance of Services, the Customer must provide the Licensor with all the information that may be needed to detect the reason of such request together with full assistance by its internal staff as well as any other help that may be necessary and with remote access to the systems of the Customer. The Customer undertakes to transmit the information concerning the Customer or the data of the Customer's system to the Licensor in order to allow this latter to perform the Services at its best and to improve its products.
- 11.7 In performing the Services, the Licensor shall rely on the Customer's statements about the systems and/or software programs used by the same Customer, which shall remain fully and exclusively liable for any such statements. The Customer shall be exclusively liable for any compatibility issue involving the Software contemplated in this Agreement and any other application software or program that is not updated





and however not marketed by the Licensor.

#### 11.8 The Customer:

- (i) is aware that any support and maintenance activity may offer a high level of risk to the operation of the Software or to the safety of data and/or information and/or contents that has been input in Software and/or processed through Software by the Customer
- (ii) shall remain exclusively liable for providing an adequate protection for its own system and for all the data and information included in it, even in the event of remote access by the Licensor or by the technical staff appointed by the Licensor (without limitation, the Customer shall be exclusively liable for choosing and implementing the procedures relating to the safety, encryption, use and transmission of data –including personal data- as well as for the backup and recovery of stored data);
- (iii) hereby undertakes, *nunc pro tunc*, to make a backup copy of the Software prior to the starting of its activity and including all data and information input in Software and/or processed through Software by the Customer.

#### 11.9 The Customer hereby acknowledges and accepts that the Licensor may select and entrust third parties with performing, in full or in part, the Services.

## 12 DURATION, WITHDRAWAL AND TERMINATION

12.1 The Agreement and the Software's license of use herein shall be valid and effective until the 31<sup>st</sup> of December of the year following that of signature of the Agreement and of installation of the Software and will automatically renew, upon expiration, for successive one-year renewal periods, unless either party provides written notice to be sent, by registered letter with return receipt, not less than 6 months prior to the expiration of then current renewal period. Therefore, in the absence of a timely notice, the License of Software and of relating Updates and Upgrades as well as the provision of Services shall be automatically renewed for successive one-year periods. However, in the event of a notice, the License of Software and of relating Updates and Upgrades as well as the Licensor's obligation to provide the Services shall finally cease to produce any effects.

12.2 The Licensor only may early withdraw from the Agreement in the following cases: (i) at any time on providing not less than 6 months written notice to Customer; (ii) with immediate effect on merely providing written notice in case that Customer becomes insolvent, is wound up or enter any insolvency procedure; (iii) with immediate effect on merely providing written notice in case that Customer has been addressed a notice to perform by Licensor (or any company belonging to the TeamSystem group) pursuant to any existing agreement between Customer and Licensor (or any company belonging to the TeamSystem group) and has failed to remedy the default within thirty days from receipt of such notice to perform. In any case, withdrawal shall be without prejudice to the Licensor's right to receive compensation for all suffered damages.

12.3 Without prejudice to any other reasons for termination provided for in this Agreement –such as, without limitation, provisions in paragraph 6.7 (failure to pay and late payment), 7.2 (No assignment and no copy), 16.1 (non-solicitation)– the Licensor shall be entitled to terminate this Agreement with immediate effect on merely providing written notice to Customer in case of Customer's failure to comply with at least one (or more) obligations of the Customer contemplated in the following articles: 1.2 (Software License limited to one database only or one multi-user system only), 1.3 (No Software splitting and installation of parts on other devices), 1.4 (Sub-license, transfer of license and use of Software by third parties not allowed), 1.5 (Intellectual property rights), 17 (Confidentiality), 22.1 (Compliance with the Code of Conduct against Corruption and/or with company's Organization Model).

In any case, termination shall be without prejudice to the Licensor's right to receive compensation for all suffered damages.

12.4 Upon expiration of the Agreement or in any case of termination of it, for any reason whatsoever, the Licensor will cease provision of all Services under the Agreement (including provision of Updates and Upgrades) and will prevent the Software and relating Updates and Upgrades from being used by Customer, except only for the feature allowing recovery of stored data, which shall remain enabled for a 90-day term after termination of the Agreement.

## 13 LIMITED LIABILITY

13.1 The Customer declares to be fully aware that in no event, but in case of willful misconduct or gross negligence, shall Licensor be liable to Customer or to third parties for damages in connection with the use -or lack of use- of Software, being the responsibility of the Customer to check at any time that the processing made through the Software is correct.

13.2 In no event shall Licensor's maximum liability exceed the amounts paid by Customer pursuant to the Agreement.

## 14 COMPENSATION OF DAMAGES

14.1 In no event, but in case of willful misconduct or gross negligence, shall Licensor be held liable for any damages arising from lost profits, loss of income or from any consequential or indirect damages, loss or corruption of data, stop of production, loss of business opportunities or of any other benefit of any kind, penalties payable, delays or other liabilities of the Customer towards third parties that may arise, in full or in part, from the use -or lack of use- of Software.

14.2 To the maximum extent allowed by mandatory law provisions, in no event shall TeamSystem be held liable for any damages (neither direct nor indirect, incidental or consequential), costs, losses and/or expenses suffered by the Customer and/or by third parties as a consequence of cyber-attacks, hacking activities and, more in general, of third parties gaining illegal or unauthorized access to the computer systems of the Customer and/or of TeamSystem giving rise, without limitation, to any of the following situations: (i) inability to use the Software, in full or in part, (ii) loss of data that are in the property –or however in the availability– of the Customer, and (iii) damages to the hardware and/or software systems that are in the property –or however in the availability– of the Customer.

## 15 INTELLECTUAL PROPERTY RIGHTS

15.1 All industrial and/or intellectual property rights, including economic exploitation rights, in Software (including, without limitation, object codes, source codes and interfaces) as well as in relevant preparatory works, in documentation, in Updates and Upgrades and in derivative







works shall remain, in full or in part and everywhere in the world, exclusively with the Licensor.

- 15.2 Furthermore, all rights in trademarks, logos, names and in all other distinctive signs however associated with the Software, shall remain with the Licensor and –as a consequence– the Customer shall not be allowed to use such rights in any manner unless prior written consent of the Licensor.

## 16 NON SOLICITATION CLAUSE

- 16.1 For the whole duration of the Agreement and the successive one-year period after the end of the contractual relationship, the Customer shall not recruit, solicit or establish a cooperation, on whatever basis, including for the provision of consulting services, with any employee or contractor of the Licensor.
- 16.2 In case of breach by Customer of the clause above, the Licensor shall be entitled to terminate the agreement on merely providing written notice. The Customer shall further be liable to pay a penalty to the Licensor amounting to 200% of the last yearly pay received by the employee/contractor, without prejudice to the right of the Licensor to compensation for additional damages suffered, if any. The Customer hereby acknowledges that the penalty in this paragraph is adequate in the light of the Licensor's interest in the fact that Customer complies with the provisions set forth under previous paragraph 16.1 and declares, as a consequence, that such penalty is not liable for reduction pursuant to art. 1384 of the Italian Civil Code.

## 17 CONFIDENTIALITY

- 17.1 The Customer acknowledges that all information of which it will become aware upon performance of this Agreement is of a confidential nature and, as a consequence, undertakes not to make use of such confidential information nor to disclose it to third parties, in any way and by any means, for any purposes other than those of the Agreement. The confidentiality obligation in this clause does not cover information that is already in the public domain.

## 18 PERSONAL DATA PROCESSING

- 18.1 Pursuant to Legislative Decree No. 196 of 30 June 2003 and subsequent amendments and supplements (hereinafter the “**Privacy Code**”), the Parties acknowledge and agree that the Customer, as the Controller of the processing of personal data belonging to its customers and/or to other persons and that have been input in Software and/or processed through Software by the Customer (“**Personal Data of Third Parties**”), shall remain exclusively liable to all such persons for complying with all the obligations provided for in the Privacy Code, in the decisions and guidelines issued by the Italian Data Protection Authority as well as in any other provisions of current laws or regulations. Therefore and without limitation: (i) the Customer must ensure that the any data subject, to whom Personal Data of Third Parties refer, has been duly informed and has provided his/her consent, where required, to the processing of such data also by means of the Software; (ii) unless otherwise agreed upon in writing between Licensor and Customer, this latter shall be in charge of the implementation of any security measure that is adequate for the protection of Personal Data of Third Parties (including, without limitation, implementation of encryption techniques or other measures that may make data temporarily indecipherable for unauthorized parties together with the implementation of any further measure or technique that is necessary or useful in connection with the nature of data or the specific risks of the processing) and shall be bound to provide instructions to the Licensor as appropriate in connection with the activity performed by this latter under this Agreement; (iii) the User must ensure that the processing of Personal Data of Third Parties is always lawful and correct and is made in compliance with any further measure specified in the Privacy Code and in further applicable law.
- 18.2 The Customer shall indemnify and hold Licensor harmless from any and all detrimental consequence, charge, penalty or claim suffered by, or raised against, the Licensor due to the Customer's breach of the obligations set forth under previous paragraph 18.1 (including, without limitation, in connection with any claim or request by a data subject or by third parties and the relevant expenses for the legal defense). In no event shall the Licensor be held liable in case that the instructions given by the Customer about the processing of Personal Data of Third Parties are poor, defective or incorrect.
- 18.3 Without prejudice to previous paragraph 18.1 and 18.2, the Licensor undertakes –to the extent of its responsibility under this Agreement– to ensure the confidentiality of Personal Data of Third Parties, in compliance with Privacy Code and with further applicable law.
- 18.4 The processing of the personal data of the Customer (“**Customer's Personal Data**”) will be made by the Licensor according to its own manner and for its own purposes. As a consequence, the Licensor will be the Controller of such processing of the Customer's Personal Data pursuant to the Privacy Code and it shall process them in compliance with the information given in the notice issued by the Licensor pursuant to art. 13 of the Privacy Code.

## 19 GOVERNING LAW AND EXCLUSIVE VENUE

- 19.1 This Agreement shall be governed by the Italian law.
- 19.2 Any disputes relating to the Agreement or however arising from it, but order for payment procedures pursuant to art. 633 of the Italian Code of Civil Procedure and relevant statements of opposition, shall be deferred to a panel of three arbitrators, to be appointed according to the Arbitration Rules set forth by the Milan Chamber of Arbitration, which shall take a decision based on the law in force.

## 20 LICENSOR'S RIGHT TO AMEND THE AGREEMENT

- 20.1 The Agreement may be amended by the Licensor at any time on providing written notice (which may also be sent via email or through software programs) to Customer. In such event, the Customer shall be entitled to withdraw from the Agreement on providing written notice to Licensor by registered letter with return receipt within fifteen days from receipt of the Licensor's notice. Failing the exercise of the right of withdrawal according to the formalities and within the terms specified above, the Customer shall be deemed to be aware of, and agree upon, the amendments to the Agreement, which shall then enter into force and become finally binding on the same Customer. The amendments shall be deemed as accepted and binding also if, in between receipt of the Licensor's notice of amendment and expiration of the fifteen-day term: (i) the Customer issues a new Order (or other equivalent statement) requiring the license of use of a TeamSystem





software or the provision of any Licensor's services, or (ii) the term specified in paragraph 12.1 expires without no Customer's notice preventing the automatic renewal of the Agreement.

20.2 In no event shall failure to exercise any Licensor's right arising from these Terms constitutes a waiver of such right nor shall it be construed as such.

## 21 RECALL AND REPLACEMENT OF SOFTWARE AND SERVICES

21.1 The Customer acknowledges and accepts that the Software, as well as the environment in which it operates, undergo, by their very nature, constant technological development. This implies that such Software and environment may become obsolete and, in certain cases, it may be expedient to recall them from the market and possibly replace them with new technological solutions. Therefore, TeamSystem may decide at any time, based on its unquestionable decision, to recall the Software and/or the relevant updating, support and maintenance Services (and, in certain cases, to replace them with new technological solutions, if any). In such a case:

- (i) TeamSystem must inform the Customer, by not less than 6 months notice in writing (e.g. via email), about its will to recall one or more Software product and or Services from the market (each of them being referred to as the "**Obsolete Product**")
- (ii) The notice under number (i) above (the "**Notice of Recall**") must include a description of the new product or service (if any, hereinafter referred to as the "**New Product**") which will replace the Obsolete Product. It is hereby acknowledged that such New Product may be based on different technologies than those on which the Obsolete Product is based
- (iii) In the event that the Obsolete Product will not be replaced by a New Product, the effectiveness of the agreement will cease with respect to the Obsolete Product as of the date to be specified by TeamSystem in the Notice of Recall (this being not prior to six months, on the last day of the month, following the date of the Notice of Recall); as of this date the Obsolete Product will cease to operate or, as applicable, to be provided and the Customer will be entitled to receive reimbursement, on a pro-rata basis, of the fees paid, if any, for the period when Customer will not be able to enjoy the Obsolete Product.
- (iv) in the event that the Obsolete Product is instead replaced by a New Product, the Customer shall be entitled, within 15 days from the date of the Notice of Recall, to withdraw from the Agreement with respect to the Obsolete Product, as of six months, on the last day of the month, following the date of the Notice of Recall (when the Obsolete Product will cease to operate or, as applicable, to be provided). Failing such withdrawal, the Agreement shall remain effective (but for what that is expressly specified in the Notice of Recall) with respect to the New Product and any reference to the Obsolete Product shall be deemed to be addressed to the New Product.

## 22 ACKNOWLEDGMENT AND ACCEPTANCE OF ANTI-CORRUPTION CODE OF CONDUCT

22.1 The Customer hereby states and declares to have examined the Licensor's Anti-Corruption Code of Conduct and Organization, Management and Control Model pursuant to Legislative Decree No. 231/2001 (hereinafter the "**Organization Model**") and to be aware of the relevant contents. The Customer hereby undertakes, also by promising compliance by its employees and collaborators, to abide by the rules and procedures contemplated in such Anti-Corruption Code of Conduct and Organization Model (to the extent that they apply to the same Customer) and to timely report any action, event or behavior of which it may become aware and which may represent a breach of any principles established in such Anti-Corruption Code of Conduct and/or Organization Model to the Licensor.

22.2 The Customer hereby states and acknowledges that any breach of the obligations set forth in previous paragraph 22.1 shall represent a Customer's material breach contract pursuant to and for the purposes of art. 1455 of the Italian Civil Code.

## 23 FINAL PROVISIONS

23.1 The Customer shall not be allowed to transfer or assign its rights and/or its obligations under these Terms unless Licensor's prior written consent.

23.2 Should any provisions of these Terms be or become invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of the Terms, which shall remain in force between the parties. The parties agree that any such invalid or unenforceable provisions shall be replaced by a valid and enforceable provision that best represents the agreement in place between the parties.

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Pursuant to art. 1341, paragraph 2, and to art. 1342 of the Italian Civil Code, the Customer hereby states and declares to have carefully examined and to expressly agree upon each of the following provisions of the Licensor's Terms:

- ART. 1 (LIMITED LICENSE OF USE)
- ART. 3.3 (SUSPENSION OF SERVICES IN THE EVENT THAT COUNTERFEITED, OR NON ORIGINAL, VERSION OF LICENSOR'S SOFTWARE IS USED BY THE CUSTOMER)
- ART. 4.3 (ALTERATION OF FEATURES, REPLACEMENT OR MIGRATION OF SOFTWARE)
- ART. 5 (USE OF THE SOFTWARE)
- ART. 6 (FEES, ADJUSTMENT OF FEES, SETTLEMENT, LATE PAYMENT, WAIVER OF THE RIGHT TO PRIOR FILING OF DEFENSES -OR "SOLVE ET REPETE" CLAUSE-)
- ART. 7 (PROHIBITION OF ASSIGNMENT AND OF COPY AND RESULTS OF BREACH)
- ART. 10 (LIMITED WARRANTY)
- ART. 11 (LIMITED LIABILITY FOR TERMINATION OF SUPPORT AND MAINTENANCE SERVICES)
- ART. 12 (DURATION, AUTOMATIC RENEWAL, WITHDRAWAL AND TERMINATION)





- ART. 13 (LIMITED LIABILITY)
- ART. 14 (COMPENSATION OF DAMAGES)
- ART. 15 (INTELLECTUAL PROPERTY RIGHTS)
- ART. 16 (NON SOLICITATION AND RESULTS OF BREACH)
- ART. 17 (CONFIDENTIALITY)
- ART. 18 (LIMITED LIABILITY IN THE PROCESSING OF PERSONAL DATA)
- ART. 19 (GOVERNING LAW AND ARBITRATION CLAUSE)
- ART. 20.1 (LICENSOR'S RIGHT TO AMEND THE AGREEMENT)
- ART. 21 (RECALL AND REPLACEMENT OF SOFTWARE AND SERVICES);
- ART. 22 (COMPLIANCE WITH ANTI-CORRUPTION CODE OF CONDUCT AND/OR WITH ORGANIZATION MODEL AND RESULTS OF BREACH)
- ART. 23.1 (NO TRANSFER OF RIGHTS).





## ATTACHMENT A

### SERVICES OF UPDATING, SUPPORT AND MAINTENANCE

#### INCLUDED WITH SERVICES

- Updates and Upgrades required as a consequence of any amendment of or supplement to, or enactment of, laws, decrees, regulations, directives, orders or decisions, by any Italian, European Union or foreign entities, that –based on the unquestionable decision of the Licensor– do not have a material impact on Licensor's operations and/or costs
- Updates and Upgrades arising from any new version ("Release") of the Software
- IVR technical support (or support by means of such other systems that may be developed and implemented in the future) not exceeding the maximum number of tickets (if any) specified in the Order
- Remote support by means of Hw and Sw devices at the charge of the Customer

#### NOT INCLUDED WITH SERVICES

- Hours of travel for on site technical support
- Restoring normal operating conditions after disruption following the use of accessories not supplied by TeamSystem or as a consequence of negligence, carelessness, willful misconduct or Customers' attempt to make changes
- Restoring normal operating conditions after hardware replacement
- Restoring normal operating conditions after flood, fire, tampering, vandalism, damages arising from theft or attempted theft and other "force majeure" events
- Supply of media (disks, toner, etc.);
- Updates and Upgrades required as a consequence of any amendment of, or supplement to, or enactment of, laws, decrees, regulations, directives, orders or decisions, by any Italian, European Union or foreign entities, that –based on the unquestionable decision of the Licensor– have a material impact on Licensor's operations and/or costs
- Removal of VIRUSES and helpdesk support for the management of non-TeamSystem package software, provided that they are in TeamSystem competence
- Personalization of programs and standard printing (to be examined in advance) and subject to Customer's acceptance
- Support and maintenance in case of (i) tampering or maintenance and/or support made by personnel other than that of TeamSystem of entrusted by a commercial partner of this latter or however lacking the authorization of TeamSystem; (ii) accidents due to political events, vandalism or any form of willful misconduct of the employees of the Customer or of third parties; (iii) negligence, carelessness, improper use or non compliance with TeamSystem's instructions; (iv) stoppage or fluctuation of electric power; (v) flood, fire, climatic episodes, acts of God or other fortuitous reasons
- Any other activity that is not expressly included in the Services

