GENERAL TERMS AND CONDITIONS OF SUPPLY- COMPUTES GROUP S.R.L.

1. VALIDITY - SCOPE

1.1. These general conditions (hereinafter, the "**General Terms and Conditions**") apply, except for what is provided in the Offer, to the supply of Products and the provision of Services, as defined below, by the Supplier and in favour of the Client.

1.2. For the characteristics of the Products and Services supplied, reference shall be made exclusively to the documentation made available to the Client on the date of delivery of the products covered by the Contract.

1.3. Anything not expressly mentioned in these General Conditions or in the individual Offers shall be deemed excluded from the Supply.

2. DEFINITIONS

2.1. Capitalised terms in these General Terms and Conditions shall have the following meanings:

- "**Client**": the party requesting the Supply from the Supplier;

- "**Contract**": the accepted Offer agreed between the Client and the Supplier, as better regulated in Art. 3 below;

- "**Supplier**", or "**Computes**": Computes Group S.r.l., with registered office in Via Rinaldo Ancillotti 8 - 29122 Piacenza- Italy, VAT/tax code: 01801720333, REA: PC - 192404;

- "**Supply**": performance identified in the Contract having as its purpose, alternatively: (i) the supply of the Products; (ii) the supply of the Services; (iii) the combination of the supply of the Product and the supply of the Services;

- "**Force Majeure**": any event governed by Art. 7 below;

- "**Warranty**": a warranty that covers defects of the Products;

- "**User's Licence**": licence to use the software or in any case the Product, governed by Art. 9 below;

- "**Offer**": offer sent by the Supplier to the Client, accepted by the latter, that includes the specifications of the Supply;

- "**Party(ies)**": Supplier and Client, severally in the singular form, jointly in the plural form;

- "**Price**": consideration for the Supply, to be considered net of VAT;

- "**Product**": software, accessories and/or any hardware, product and good included in the Supply, whether standard or customised to the Client's order, whose specifications are indicated in the Offer;

- "**Services**": ancillary activities linked to the Product, or provided independently, in any case included in the Supply (by way of example: installation, assistance, training, etc.)

2.2. The respective items shall include, where applicable, the masculine, feminine, singular and plural forms.

3. EXECUTION OF THE CONTRACT AND DURATION

3.1. The Contract shall be executed when Computes has knowledge of the Client's written acceptance of the Offer and all contractual documents referred to therein, including these General Terms and Conditions. Any amendment, supplement and/or termination of a contract or cancellation of these General Terms and Conditions shall be in writing.

3.2. The duration of the Supply is specifically regulated and detailed in the Offer.

4. ASSISTANCE AND MAINTENANCE SERVICE

4.1. The category of Services also includes support and maintenance services. The Offer may specify and add further services not specified in these General Terms and Conditions.

4.2. In particular, the assistance and maintenance service may be provided with different types of service and, where provided for in the Offer and accepted by the Client, shall ensure the following services to the Client from the Supplier: (i) supply of updates and/or amendments to the Products; (ii) improvements to the Products that the Supplier should decide, independently, to make following technical developments (so-called new versions); (iii) technical assistance provided, on the Client's call, by specialised technicians by telephone and by remote assistance (if the Client is equipped with suitable equipment); (iv) technical assistance provided, on the Client's call, by specialised technicians by means of intervention at the Client's premises with charge, in this case, of the services according to the Supplier's rates specified in the Offer.

4.3. It is expressly understood between the Parties that the Price of the Service does not include any travel expenses incurred by the Supplier for its staff, which shall be charged according to the terms expressly provided in the Offer.

4.4. The Service referred to in paragraph 4.2 does not include the following services rendered by the Supplier: (i) interventions made necessary by the Client's failure to comply with the operating rules indicated by the Supplier; (ii) interventions resulting from failures or malfunctions caused to the Products by negligence, carelessness, wilful misconduct of the Client or its personnel, force majeure or other causes attributable to third parties; (iii) interventions carried out on the Products if the same have been modified or updated or incorporated into other programmes by the Client or by third parties and in any case if the Products are not compliant with the Supplier's technical specifications; (iv) technical assistance provided, at the Client's call, by specialised technicians via remote assistance for problems not inherent to the specific operation of the software solution supplied to the Client. In such cases, the Supplier's maintenance and assistance shall always be subject to a review and examination of feasibility by the Supplier, the charge for which shall be borne by the Client in accordance with the Supplier's rates in force at the time of the service and specified in the Supplier's Offer, as well as any additional services that the Client may require and that the Supplier may perform.

4.5. The Service shall be provided by the Supplier during the normal working hours of its technical staff. The Client may, with due notice, request extraordinary assistance from the Supplier's technicians. Such extraordinary interventions shall be carried out according to its availability and shall be charged at the rates in force at the time of the service specified in the Supplier's Offer.

4.6. The installation Service and training will be provided as specified in the Offer.

5. CONSIDERATION - PAYMENT TERMS - INTEREST

5.1. The payment terms and conditions are those indicated in the Offer signed between the Parties.

5.2. The Client may not in any case deny or delay payments on the agreed due dates by invoking or raising any objections, even if there has been a timely and valid notification of defects.

5.3. In the event of late payment, late payment interest shall be charged on a daily basis at the rate set forth in Legislative Decree No. 192 of 9 November 2012, starting from the day after the payment deadline expires until the date of actual payment. In this case, the Client will be charged any outstanding charges.

5.4. In the event of late / non-payment on the agreed due dates, the Supplier, without prejudice to the provisions of Art. 6 and 12 below, reserves the right to suspend the remote assistance service and access to the website.

5.5. The use of the licence is subject to the full payment of the amount, even if in instalments, as defined in the Offer signed by the Parties for acceptance. Failure to pay an instalment or the fee for the Services or for the training course, if any, within the terms set forth in the Offer, in addition to the provisions of this Art. 5, shall grant the Supplier the right to consider this Contract terminated and/or to immediately discontinue the licence for use by not supplying the codes necessary for the final authorisation to operate the licences and to retain the sums already collected.

6. DELIVERY - TERMS OF DELIVERY

6.1. Unless expressly agreed otherwise, the software shall be delivered in accordance with the Offer in the version valid at the time of delivery. The delivery terms shall be agreed between the Parties as soon as the Client has provided the Supplier with all the information required for the Supply. These terms are in any case to be considered indicative and not binding.

6.2. The delivery terms are automatically considered extended:

- if the Client does not provide the data required for the Supply in good time or requests changes during the course of the Supply;

- if the Client fails to pay in good time: in this case, the Supply shall be suspended until the payment due has been made;

- if a Force Majeure event occurs, according to the provisions of Art.7 below.

7. FORCE MAJEURE

7.1. The Supplier shall not be liable to the Client if performance of the work is delayed, made impossible or excessively onerous due to unforeseeable events beyond its control. Such events include, but are not limited to: natural occurrences, acts of any public authority, wars, epidemics/pandemics, national strikes, interruptions of supplies functional to the execution of the work.

7.2.	The Supplier undertakes to inform the Client immediately of the occurrence of the Force Majeure event. The Parties consequently agree that the execution of the Supply shall be rescheduled when the event referred to in the preceding paragraph has ceased, without penalties being charged or damages being claimed.

## 8.	UPDATES AND IMPROVEMENTS

8.1.	It may happen that, from time to time, the Supplier has to carry out maintenance work and updates on the software and the Products in general, in order to improve the quality, functionality and service to the Client.

8.2.	In the event that such interventions entail an interruption or suspension of the service, the Supplier undertakes to give advance notice of such interventions - if they are scheduled and not urgent - and/or in any case to limit them to the time strictly necessary for the procedure. No compensation or liability may be charged to the Supplier in connection with such activities and interventions.

## 9.	RIGHTS OF USE IN CONNECTION WITH THE SOFTWARE - RESTRICTIONS

9.1.	The software licence is granted on a non-exclusive basis for use on one or more computers, according to the provisions of the Offer, valid only for the destination country agreed between the Parties in which the software provided for by the Contract is to be used. The user's licence protects all the Supplier's software products including any customisations, updates, extensions, storage media, software and/or hardware protection keys, and all corresponding documentation, both hard copy and electronic.

9.2.	In case of a software licence, the source code shall not be considered part of the purpose of the Contract.

9.3.	It is vorbidden to the licensee to:

-	decode, decompile or disassemble, modify, translate, reverse engineer, attempt to identify the source code or any part or functionality thereof, except and only to the extent permitted by law;

-	make and publish the results of software evaluation tests without the prior written consent of the Supplier;

-	remove, obscure or modify any copyright notice or any other proprietary notice contained in the software;

-	sublicense, rent, lease, sell, transfer, assign, distribute or otherwise grant to third parties in any form any rights to the software, unless approved in writing by the Supplier and except as otherwise provided in the particular provisions of the offer.

9.4.	If, as part of defect elimination or maintenance, the Supplier licences additions to the Client or a new version of the contractual software that replaces the previously licensed software, these shall be subject to the provisions of these General Terms and Conditions and the Contract.

9.5.	The Supplier reserves to itself all rights not expressly granted to the Client and, in particular, any patents, copyrights, trademarks. The Client may not take any action to impair or interfere in any way with registered trademarks and intellectual property rights owned by the Supplier.

## 10.	CLIENT COOPERATION AND INFORMATION OBLIGATIONS

10.1.	The Client is obliged to autonomously inform itself of the essential operating characteristics of the Products that are the subject of the contract and takes the risk of their possible unsuitability for its needs and requirements.

10.2.	Prior to use, the Client shall carefully test the software to ensure that it is free of defects and can be used in the existing hardware and software configuration. This shall also apply to any software updates included as part of the warranty and maintenance.

10.3.	The Client shall grant the Supplier access to the Contract Products, in particular the software, for the purpose of troubleshooting.

10.4.	The Client shall bear the inconvenience and additional costs resulting from the breach of these obligations.

## 11.	LIMITATION OF LIABILITY – WARRANTY

11.1.	Except as provided for in this article and subject to the mandatory limits of the law, the Supplier does not provide any warranty of any kind, whether express, implied or statutory, with regard to the software and its operation.

11.2.	It is understood that the Supplier shall not be liable in any way to the Licensee and/or third parties for malfunctions or defects relating to or resulting from misuse, negligence, malpractice, accidents or misuse of the software, modifications to the software made by the Licensee, use of the software not in accordance with the provisions of these General Terms and Conditions.

11.3.	Without prejudice to the mandatory provisions of the law, in no event shall the Supplier or its representatives, directors, employees, affiliates or collaborators be liable to the Licensee for damages of any kind and nature whatsoever, whether direct, indirect or consequential (including, but not limited to, damages for loss of profit, loss of use, loss of goodwill, loss of profit, interruption of business relations loss of information and the like), whether foreseeable or not, arising out of or in connection with the use of the software or the inability to use it, irrespective of the basis of the claim (whether based on breach of the General Terms and Conditions, negligence, breach of tort, breach of any other legal provision or otherwise) and even if the Supplier or its representative has been informed of the possibility of such damage occurring.

11.4.	In the event of a defect, the Supplier guarantees to replace the hardware protection key free of charge within 12 (twelve) months after delivery of the software.

11.5.	The Client forfeits the right to the warranty for defects or malfunctioning if it does not report the defects or malfunctioning within the terms of Art. 1495 and Art. 1512 of the Civil Code, respectively.

## 12.	EXPRESS TERMINATION CLAUSE

12.1.	The Supplier reserves the right to declare the Contract terminated, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code by simple written notice, if the Client breaches of even one of the obligations provided for in the following articles: Art. 5. Consideration - Payment Terms - Interest; Art. 9. Rights of use in connection with the software - restrictions; Art. 10. Client cooperation and information obligations; Art. 13. Copyright protection-website.

12.2.	Upon termination of the contractual relationship: (a) all licences and rights to use the software and the Products shall immediately cease; (b) the Client shall cease all use of the software and the Products; (c) the Client shall remove the software from all devices, networks and other media and destroy all copies of the software saved or installed by it. The Client shall ensure in writing the fulfilment of the foregoing.

## 13.	COPYRIGHT PROTECTION - WEBSITE

13.1.	The Client acknowledges the Supplier's exclusive ownership of all parts of the Supplier's website: consequently, pursuant to Law No. 633 of 22 April 1941 (Copyright Law), commercial use by third parties, total or partial reproduction, reworking and transmission in any form and by any means, without the prior written authorisation of the Supplier, is strictly prohibited.

13.2.	In the event of any breach of the aforementioned obligations, the Contract shall be deemed to be automatically terminated and the Supplier shall be free to take legal action to protect any rights disregarded, including compensation for damages suffered.

## 14.	CONFIDENTIALITY CLAUSE

14.1.The Supplier shall keep confidential all information of which it becomes aware in the performance of the Contract that is made available by the Client, as well as the results of the work performed under the Contract, except to the extent that it is already public knowledge. The information is of exclusive property of the Client and shall not be duplicated or used.

14.2.With regard to technical and commercial information received by the Supplier for the performance of the Services, the confidentiality obligation of the Client shall continue even after the performance of the Contract until and to the extent that such information becomes of public knowledge for reasons not attributable to the Supplier, or if the Client waives the confidentiality obligation in writing.

14.3.The Supplier undertakes not to disclose in any way, either during the term of the Contract or after its termination, any technical, productive or commercial information relating to the Client that comes into his possession, and undertakes to ensure that his employees and shareholders undertake the same obligation in the event of the liquidation of the company.

14.4.Likewise, the Client undertakes to keep the technical aspects and solutions adopted in the service and ancillary services confidential, even for special customisations adopted for it.

GENERAL TERMS AND CONDITIONS OF SUPPLY- COMPUTES GROUP S.R.L.

15. PROCESSING OF PERSONAL DATA

15.1.   Personal data provided by the Client to the Supplier are protected in accordance with Articles 13 and 14 of European Regulation 679/2016 on the protection of personal data ("GDPR"). The data controller is Computes Group S.r.l.

15.2.   The provision of all data relating to the Contract is strictly related to the execution of the contractual relationship so that any failure to consent will result in the impossibility of the execution of the contractual relationship.

15.3.   Computes Group S.r.l. does not sell, nor rent, nor lend to third parties, its lists of users and related data.

16. APPLICABLE LAW AND COMPETENT COURT

16.1.   These General Terms and Conditions and the related contracts are governed by Italian law. For all that is not expressly governed by these General Conditions, the provisions of the Italian Civil Code shall apply, as well as any other legislation applicable or compatible.

16.2.   Any dispute arising between the Parties relating to the interpretation, validity or execution of the present General Terms and Conditions and of the related contracts entered into shall be subject to a conciliation attempt pursuant to Legislative Decree 28/2010, which shall take place before the RESOLUTIA mediation body, at the territorially competent seat. Should it not be possible to use RESOLUTIA, the Parties shall mutually agree to refer to a different body.

16.3.   Should the mediation attempt be unsuccessful, such disputes shall be resolved through arbitration according to the Rules of the Chamber of Arbitration of Milan, by a sole arbitrator appointed in accordance with those Rules. The Arbitration Court shall judge according to law. The seat of arbitration shall be Milan and the language of arbitration shall be Italian.

17. FINAL PROVISIONS

17.1.   The individual supply contracts shall be governed by the agreements from time to time made and included in the Offer accepted by the Client, as well as by these General Terms and Conditions. Any previous oral or written agreements between the Supplier and the Client shall be deemed superseded and abrogated. Any subsequent contractual amendments shall not be effective unless expressly agreed in writing.

17.2.   The invalidity of all or part of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. The Parties shall undertake in good faith to replace the aforementioned provisions with provisions that are as similar as possible to those declared invalid.

17.3.   Communications between the Parties relating to their contractual relations shall be in writing, to the addresses that each Party shall take care to provide to the other in writing in a complete and timely manner, even in the case of any subsequent changes.

COMPUTES GROUP S.r.l.

Pursuant to and for the purposes of Art. 1341 and 1342 of the Italian Civil Code, the Client declares to have read, understood and expressly approved the following provisions of these General Terms and Conditions: Art. 5. Consideration - payment terms - interest; Art. 9. Rights of use in connection with the software - restrictions; Art. 10. Client cooperation and information obligations; Art. 11. Limitation of liability - warranty; Art. 12. Express termination clause; Art. 13. Copyright protection - website; Art. 14. Confidentiality clause; Art. 16. Applicable law and competent court.

COMPUTES GROUP S.r.l.