

**GENERAL CONDITIONS FOR PROVIDING
SERVICES AND PRODUCTS
OFFERED BY METEL S.r.l.
2014 EDITION**

DEFINITIONS

0 Specified Operating Environment: This is the ITC infrastructure, that is the hardware, software, and telecommunications equipment with which the Product or Application Service provided is able to operate, as indicated in the order documentation.

0.1 Installation Date

1. for a hardware system installed by Metel S.r.l. (hereinafter referred to as "*Metel*"), this is the business day following the installation date;
2. for a software program, this is the last day in date order between:
 - a. the day following the end of testing;
 - b. The tenth day after the shipping date;

0.2 Systems that can be activated by the Customer/in house systems: Systems that can be activated by the Customer or in house, are systems that the Customer installs independently.

0.3 Materials: These are the literature or other intellectual works (such as standards, programs, lists of programs, programming tools, technical and functional documentation, tables, drawings, and the like) that Metel may provide the Customer as part of a Service. The term "Materials" does not include Programs.

0.4 Product: This is a Machine or a Program.

A. Program / Software: This is an original Program as well as a whole or partial copy of it, comprised of the following:

- a) use instructions
- b) Program components (executable modules);
- c) audio-visual content (such as images, text, recordings, or figures);
- d) licensed materials associated with the Program.

The term "Program" includes both a Metel Program and any other non-Metel Program that Metel may provide to the Customer. The term "Program" does not include the Licensed Microprogram or the Materials.

B. Machine/Server: This is the set of hardware and devices needed to execute a software program.

C. Specified Machine: The Specified Machine is:

- a) The machine on which the Customer uses a Program and for which Metel requires the Customer to provide the type/model; or
- b) any machine on which the Customer uses the Program, if Metel does not require the Customer to provide the information included in the previous point.

0.5 Service: This is the performance of an assignment, providing consulting or assistance, or enabling access to a resource (such as access to a database, use of software) that Metel makes available to the Customer.

0.6 Specifications: These are functional or technical specifications related to a Product or Service reproduced or recalled in the order documentation or otherwise made available to Metel customers.

0.7 Supplementary Conditions: These are contractual conditions in addition to those contained herein to which certain Products and Services may be subject; they are reproduced or recalled in the order documentation or otherwise made available to Metel customers.

0.8 Order Documentation: the documentation for each order Metel delivers to the Customer and that specifies the order characteristics (in particular, fees, duration of the contract, effective data, service levels, so-called SLA), such as, for example, offers or Service order forms.

GENERAL SECTION

1. General Conditions

1.1 The Metel General Conditions for Providing Services and Products (hereinafter referred to as "*Conditions*") apply to contractual relationships between Metel and its customers (hereinafter referred to as "*the Customer(s)*") whose subject is the Services or Products detailed in the individual commercial offers.

1.2 The Conditions, with the order documentation for the individual commercial offers, the supplementary conditions, which may be applicable, as well as any specifications, make up the complete contract package between Metel and the Customer regarding a specific order and replace any previous written or oral communication between Metel and the Customer.

1.3 In case of discrepancy between the provisions in the various contractual documents, those contained in the Supplementary Conditions prevail over those contained in the Conditions. The provisions contained in the Order Documentation prevail over those in these conditions as well as those in any Supplementary Conditions.

1.4 Metel reserves the right to change the Conditions. The changes are not retroactive. They only apply to new orders, which must indicate the applicable edition of the Conditions. The Services Section of the Conditions contains further provisions regarding changes to the conditions for individual supplies of Services.

2. Orders and delivery

2.1 The order documentation must be sent to Metel in writing via fax and/or email and must contain all of the information needed for proper identification of the Products and/or Services ordered. With the order, the Customer will specifically approve certain clauses in the Conditions according to articles 1341 and 1342 of the Italian Civil Code.

2.2 In any event, Metel is free to accept or refuse all or part of the order in regard to availability. The order can be accepted using one of the following methods: A) returning the Order Documentation to the Customer with the acceptance from Metel, or B) executing the specific order.

2.3 Unless established otherwise, the Customer agrees that each order referring to these conditions regarding Machinery, Programs, or Services represents a separate contract, legally independent from the others. According to Article 1246 of the Italian Civil Code, the Customer waives in advance the right to object to compensation.

2.4 Any declaration of invalidity of one or more clauses of the Conditions will not make the Conditions or Supplementary Conditions, the Order Documentation, and contracts in which the conditions are recalled invalid.

2.5 Metel will do its best to meet the Customer's delivery requirements for the Products and Services ordered and will keep the Customer informed regarding delivery. Any transport costs for which the Customer is responsible are indicated in the Order Documentation or the Supplementary Conditions.

3. Fees - payments - payment delays

3.1 The fees for Products or Services provided by Metel may be:

- in a lump sum;
- recurring;
- labour or time and materials, (for example for Services on an hourly basis);
- total cost or fixed price (for example, the price agreed upon for a custom Service); or
- a combination of the above methods.

Based on the type of Product or Service, or specific circumstances, there may be additional fees or amounts (for example those related to a special activity or travel expenses). Whenever these additional fees are applicable, Metel will notify the Customer in advance.

3.2 The fees for Products or Services are invoiced according to the methods specified in the Order Documentation and, in particular, in advance or periodically during performance of the Service or after the Service has been completed or the Product has been delivered.

3.3 Lump sum fees and periodic fees can be determined based on the measurement of actual and authorized use of the Product and/or Services (for example, for Programs, the number of users or the processing capacity; for maintenance, a certain number of machines with measurements taken by special meters; for certain network Services, connection time). Whenever requested by Metel, the Customer will promptly provide the information regarding actual use. Whenever the Customer makes changes to its processing environment that impact the fees determined based on use (for example, changing the processing capacity or configuration of the Programs), the Customer must immediately notify Metel and pay any applicable fees. Periodic fees will be adjusted accordingly. Unless otherwise agreed upon in writing, Metel will not issue the Customer credits or reimbursements for fees already payable or paid. If Metel must change the basis for detecting use, the conditions set forth for fee variations will apply.

3.4 Metel may increase the periodic fees for Products and Services provided based on the Conditions, notifying the Customer in writing 1 month in advance. The increase applies from the first day of the billing period, coinciding with or immediately following the effective date of the increase, as indicated in the notification. In the event in which the increase exceeds 10% of the last applicable fee, the Customer will have the right to withdraw from the contract, providing Metel with written notification via registered mail and/or certified email (PEC) 30 days in advance.

3.5 Metel may increase lump sum payment fees without the need for notification. Nevertheless, the increase lump sum payment fees do not

apply if Metel receives the order before the date on which the increase was announced if during the three months prior to receipt of the order one of the following circumstances occurred:

- A. Metel sends the Machine to the Customer or makes the Program available;
- B. The Customer performs an authorized copy of a Program or distributes a paid component of a Program to another Machine or starts to use the Service; or
- C. A fee increase is due based on a change in the use conditions for the Program;

3.6 The Customer may benefit from any decreases in fees established by Metel for amounts that are payable starting from the effective date of the decrease. Services with a fee to be paid in advance must be used within the related contractual period. Unless otherwise indicated by Metel, there are no reimbursements or credits if those Services are not used.

3.7 The fees indicated in the Order Documentation do not include VAT. Whenever any authority imposes a tax, levy, or duty on any supply performed based on these conditions, excluding those taxes on Metel's taxable income, the Customer will pay the related amount as specified in the invoice. If the Customer qualifies for an exemption, supporting documentation must be provided to Metel.

3.8 Unless otherwise indicated in the Order Documentation or invoices, the fees are payable upon receipt of the invoice. The Customer will pay them according to the indications in the Order Documentation, Conditions, and any Supplementary Conditions.

3.9 If payment is not made within 30 days, Metel may charge the Customer default interest without the need for formal notice and subject to the right to compensation for additional damages caused by the delay, in accordance with Legislative Decree no. 231/02 "Implementation of Directive 2000/35/EC on combating late payment in commercial transactions".

3.10 Notwithstanding Article 1406 of the Italian Civil Code, Metel has the right to transfer all or part of the obligations to which the Conditions apply, including contracts in which the Conditions are recalled.

4. Mutual Obligations of the Parties

Metel and the Customer undertake the following.

- A. The Parties do not intend to grant and do not grant to the other the right to use their own trademarks, commercial names, or other names (or those of their Corporate Group) in any type of publication, including advertisements, without prior written consent from the other Party.
- B. Each Party grants the other only the specified rights and licenses. No other licenses or rights are granted (including rights or licenses from patents);
- C. Each Party may communicate with the other through electronic means and that communication is equivalent to a written document, unless otherwise required by mandatory legal regulations. The identification code (called the "User ID") contained in the electronic document, even if different than the digital signature, will be sufficient for sender identification and document authenticity;
- D. Each Party must perform the obligations set forth in the Conditions in good faith and consequently must grant the other a reasonable possibility of performing its obligations before taking action for a breach of promise.

5. Customer Obligations

The Customer shall:

- A. Assume all responsibility regarding texts, images, logos, sounds, programs, databases or anything else issued on his behalf as a *file* or electronic document, on websites and on the electronic network provided by Metel for performing the services, expressly exempting Metel from any liability and burden of verification.
- B. Hold Metel harmless from any request for compensation from any origin due to violation of point "A" in this article and, in particular, engage in any activity that is necessary or only appropriate, anticipating the expenses where appropriate; Indemnify Metel from judicial and extra-judicial actions and requests undertaken against Metel following publication of documentation in violation of point A of this article;
- C. Not assign or transfer to third parties in any other manner the contractual relationships regulated by the Conditions or any right deriving from them; not delegate the execution of its own performance or sell Services provided by Metel to third parties without prior written authorization from Metel. Violation of the provisions contained in point "A" results in the ineffectiveness of the assignment or transfer;

- D. Purchase Machines for its own use or use by its Corporate Group and not for resale, lease, or transfer to third parties. The provision contained in this point "B" does not apply if a *lease-back* operation is performed in order to finance the Machines;
- E. Assume responsibility for the results obtained from the use of the Products or Services;
- F. Ensure Metel free access, sufficient space, and adequate safety conditions as well as, in general, implement anything necessary and possible so that it may fulfil its obligations;
- G. Ensure that these conditions are met, releasing Metel of any responsibility within the limits of the law, even in the event that the Customer allows a Third Party access to the Service or use of a Product supplied by Metel, limited to the purposes inherent in its use by the Customer.
- H. Not undertake legal, judicial, and extra-judicial actions to protect its rights after more than two years have passed from the date that legitimizes the actions, subject to shorter forfeiture or prescription terms established by law. The Customer recognizes that this term does not violate the provisions of Art. 2965 of the Italian Civil Code.

RESPONSIBILITIES

6. Patents and copyrights

6.1 For the purposes of this article, the term Product includes the Materials, provided alone or in combination with other Products that Metel provides in a single system.

6.2 Whenever a third party acts against the Customer stating that a Product provided to the Customer by Metel violates its patents or copyrights, Metel will defend the Customer at its own expense and will pay all costs, damages, and legal expenses established in a court of law provided that the Customer:

1. Promptly informs Metel in writing of the action by the third party;
2. Allows Metel to manage the defence and any negotiations related to the settlement, cooperating with Metel.

6.3 Whenever a third party promotes an action such as that described in this article or the promotion of such an action is probable according to Metel, the Customer allows Metel to provide the conditions so it can continue to use the Product or modifies the Product or replaces it with another with equivalent functionality. If Metel should decide that none of the possibilities shown can be reasonably performed, the Customer will return the Product to Metel upon written request and Metel will provide credit equal to:

1. For a Machine: the Customer's net book value provided that the Customer has followed generally accepted accounting standards;
2. For a Program: the amount paid by the Customer or, if less, the agreed-upon maintenance fee;
3. For Materials: the amount paid to Metel for the Materials.

6.4 What is established in this article are the only obligations Metel has with the Customer for any case of patent or copyright violation.

6.5 Metel will have no liability if the claim concerns:

1. Any component or other item provided or coming from the Customer and incorporated in a Product;
2. Changes made to a Product by the Customer or use of Programs in an environment other than the Specified Operating Environment;
3. The combination, operation, or use of a Product with other Products that were not supplied by Metel as a single system or the combination, operation, or use of a Product with products, data, or equipment that was not supplied by Metel;
4. Violation resulting from any Product provided on its own, unlike the case in which it is supplied by Metel in combination with Products as a single system.

7. Responsibility limitations

7.1 Circumstances may occur in which the Customer has the right to compensation for damages from Metel due to acts that can be attributed to Metel or other acts to which Metel must respond according to law. In either of these cases, regardless of the reason, the Customer has the right to claim compensation (including severe non-compliance, negligence, misrepresentation, and other facts of a contractual or extra-contractual nature), and remaining subject to the provisions of Art. 1229 of the Italian Civil Code and other mandatory laws, Metel's liability is limited to:

- A. Payments indicated in Art. 6 "Patents and Copyrights";
- B. Bodily injury to an individual (including death);

C. In the event of any other effective direct damage or injury, up to the amount due as a fee for the Product or Service that is the subject of the claim (an annuity in the case of recurring payments) whenever this fee is greater than the cost of the service provided by Metel. For the purpose of this point "C" the term "Product" includes Materials. This limit applies to Metel subcontractors and Metel Program developers. The amount indicated in this point "C" is the maximum amount for which Metel and its subcontractors and Program developers are responsible.

7.2 Except as required by Art. 1229 of the Italian Civil Code and other mandatory laws, Metel, its subcontractors and Program developers shall in no way be liable for:

- A. Claims for damages from third parties against the Customer (except as set forth in the first two points above);
- B. Losses or damages to documents in the archives or Customer data;
- C. Indirect damages of any type including any consequential economic damages including lost profits or lost savings, even if Metel was made aware of their possible occurrence.

7.3 Metel shall not be liable for damages suffered by the Customer due to force majeure or for events out of Metel's control.

8. Business partners

8.1. Metel has signed agreements with commercial organizations (hereinafter referred to as "Metel Business Partners") in order to promote, market, and provide assistance for certain Products and Services.

Metel may in no way be held responsible for:

- A. The initiatives of Metel Business Partners;
- B. Any additional obligation that the Metel Business Partners have taken on with the Customer;
- C. Any product or service that Metel Business Partners provide the Customer according to their specific contracts.

WARRANTIES

9. Scope and exclusion of warranties

9.1 Unless otherwise indicated by Metel, the warranties set forth in Articles 10, 11, and 12 only apply in the country in which the Products and Services were purchased.

9.2 Metel warranties are void in the event of improper use or use that does not comply with the Specifications; accidents; changes; unsuitable physical or operating environment; use in conditions that differ from the Specified Operating Environment; improper maintenance operations; removal or alteration of the identification of the Products or parts of the Product; failures originating from products for which Metel is not responsible; natural disasters and transportation damage; criminal acts committed against the Customer.

9.3 The warranties set forth in Articles 10, 11, and 12 or those indicated in the order documentation are the only warranties provided and replace any other legal warranty or other express or implicit warranties or conditions including, for example, implicit warranties or conditions of marketability and suitability for a specific purpose within the limits of the law.

9.4 Metel does not guarantee error-free or uninterrupted operation of a Product or Service nor that Metel will correct any possible defects.

9.5 The Order Documentation and Supplementary Conditions indicate any Metel Products that are provided without a warranty.

9.6 Unless otherwise indicated by Metel, Metel does not provide its own warranty on Materials, non-Metel Products, and Non-Metel Services. However, manufacturers, suppliers, or editors other than Metel may provide their warranties to the Customer.

10. Warranties for Machines

Metel does not provide its own warranty for the Machines provided, it transfers any warranty from the Machine supplier or manufacturer to the Customer.

11. Warranty for Metel Programs

11.1 When a Metel Program is guaranteed, this means that it complies with the Specifications if correctly used in the Specified Operating Environment.

11.2 The warranty period for a Program ends when the specified operating environment for that Program is no longer available and, in any case, not past the release of the updated version of the same Program or its withdrawal from the market by Metel.

11.3 During the warranty period Metel provides services to the Programs at no charge in compliance with Art. 16 for all Customer assistance requests related to the Program code when it does not operate according to its Specifications.

11.4 If a Metel Program does not function as guaranteed during the first year following purchase of the license and Metel is not able to make it function as guaranteed, the Customer will have the right to return the Program to Metel, that will reimburse the Customer for the price paid for

it.

11.5 Further conditions related to the Program Services are contained in the "Programs" Section in the Conditions.

12. Warranty for Metel Services

12.1 For each Metel Service, Metel guarantees performance:

1. with reasonable care and skill;
2. in compliance with the description provided (including completion criteria) in the Order Documentation, any Supplementary Conditions, and the Conditions.

12.2 The Customer must communicate any irregularity in the service via registered letter with return receipt, with prior notice by fax or email and/or PEC within 24 hours of its occurrence. Failure to make notification in the manner and terms indicated can keep Metel from intervening promptly and/or effectively and thus relieves Metel from any liability.

12.3 Metel will correct any irregularities at no cost to the Customer within a reasonable period.

MACHINES, PROGRAMS, SERVICES

13. Machines (ownership - loss risk - installation)

13.1 Ownership of a Machine sold by Metel to the Customer or the indicated leasing company is transferred upon payment of the full price.

13.2 Metel is responsible for the risk of loss and damage to the machine until the Installation Date. After that date, the risk is covered by the Customer.

13.3 For regular operation, the Machines must be installed in a suitable environment. The Customer is required to supply an environment that meets the Machine manufacturer's specifications.

14. Programs (license - license conditions)

14.1 The Programs are the property of Metel or a Metel supplier, are protected by copyright law, and are licensed (not sold). Ownership of any other right (include copyright ownership) for the Programs created during execution of a Service or at any other time, for example before starting the Service, belong exclusively to Metel or to third parties and the Customer is only granted a license.

14.2 When Metel accepts the Customer order, it grants the Customer a non-exclusive and non-transferable license to use the Program that is only valid in Italy, the Republic of San Marino, or Vatican City. The use of the Program in other countries must be explicitly requested and accepted by Metel.

14.3 Based on the license, Metel authorizes the Customer as follows:

- A. Use of the part of the Program legible by the machine only in the Specified Operating Environment.
- B. Use of the Program within the authorization limits that the Customer purchased;
- C. Copying and installation of copies of the Program within the limits of the authorized use, provided that the Customer reproduces the indications regarding the copyright and any other indication related to property rights on each copy or partial copy of the Program; and
- D. The use of one part of the Program that Metel provided the Customer in source language (so-called "source"), or marked with "Restricted" (for example "Restricted Materials of Metel") limited to:
 - i. Solutions of any problems related to use of the Program;
 - ii. Changes to the program so that it works in connection with other products.

14.4 The Customer is required to follow further conditions that Metel may establish related to specific Programs. These conditions are contained in the Program Specifications or the Order Documentation.

14.5 The Customer shall not proceed with:

- A. reverse compilation or assembly of the Program or otherwise translation of it except where specifically permitted by law; or
- B. sub-licensing, rental, or leasing of the Program.

14.6 Certain Programs have parts that are intended for use on machines other than the Specified Machine on which the Program is used. The Customer can copy a part and the associated documentation within the use environment authorized by the Program itself provided that the Customer communicates in writing to Metel with the effective date of distribution of the component.

15. Trial and protection of the Programs

15.1 For certain Programs a trial period is included to allow the Customer to evaluate if it meets the Customer's needs. If the trial period is included, it starts from the tenth day after the test release data or from the date specified in the Order Documentation.

15.2 Metel will indicate the duration of the trial date for the Program in the Order Documentation.

15.3 For each Program the Customer must:

- A. Ensure that whoever uses it (through local or remote access) only does so within the authorized use environment and complies with Metel's conditions that apply to the Programs; and
- B. Keep a record of all copies made, to be supplied to Metel upon request.

16. Services to the Programs

16.1 For Programs subject to warranty or other certain Programs, Metel provides services to the Programs.

16.2 If Metel is able to reproduce the problem indicated by the Customer in the Specified Operating Environment, Metel will release the information related to the correction of the defect, a use limitation, or an exclusion procedure. Metel only provides Services to the Program for the non-modified part of the current Program release.

16.3 Metel provides Services to the Programs:

- A. Indefinitely, until such time that Metel communicates their termination in writing, with six months' advance notice;
- B. Until a date that has been predetermined by Metel; or
- C. For a period of time set by Metel.

17. Withdrawal of the license for the programs

17.1 The Customer may withdraw from a Program license by communicating in writing to Metel and complying with a prior notification period of three months, or at any time during the trial period.

17.2 The licenses for certain replacement Programs can be purchased with fee changes.

17.3 When the Customer purchases these replacement Programs, the Customer loses the license for the replaced Programs starting from the time when the fees are due unless otherwise notified by Metel.

17.4 Metel may terminate the license contract if the Customer does not fulfil the applicable contractual conditions and, in particular, those conditions stated in this Section "Programs" or in the article "Fees and payments" in the "General Part" of the Conditions, with prior written notice to comply within a reasonable time. In this case, authorization to use the Program is revoked.

18. Metel Services

18.1 The Services can be standard or customized according to the Customer's needs. Each supply of Services can include one or more of the following Services:

1. Fixed-term services that end with the completion of a job or on an established date;
2. Services defined as Renewable that have a specific contractual duration and that automatically renew upon expiration, as best defined in Article 26, "Duration and Renewal".
3. Permanent services that are available for the Customer until one of the Parties withdraws from the contract related to the Services.

18.2 Each Party is responsible for the supervision, management, and monitoring of its own staff. Metel reserves the right to use its own discretion to determine the staff to be used to fulfil its contractual obligations.

Metel has the right to subcontract a Service or part of a Service to suppliers it selects.

19. Materials ownership and license

19.1 In the Order Documentation, Metel specifies the materials that will be delivered to the Customer.

19.2 For Materials involved in the Service that are created during execution or at other times, for example before the start of the Service, ownership and any other right (including copyright ownership) belongs exclusively to Metel or third parties.

19.3 Metel will provide the Customer with a copy of the Materials indicated in the Order Documentation. Metel grants the Customer a non-exclusive license valid throughout the world that allows copies of these Materials to be used, executed, reproduced, viewed, and distributed only within the Customer's Corporate Group. The Customer is required to reproduce the copyright mark and any other indication certifying the ownership on any copy created based on the license granted as set forth in this clause.

20. Changes to the Service conditions

20.1 Metel can change the renewable and permanent Service conditions by providing the Customer with three months' written notice. However, these changes are not retroactive. They are applied immediately to all orders subject to renewals. For all orders in existence at the time of the notification, whether renewable or permanent, these changes will be applied as of the date indicated in the written notification from Metel if the Customer does not withdraw from the contract within the established notification time.

20.2 Regardless of the above, if Metel and the Customer decide together to change the contents of an Order including a Service, Metel will prepare

a written description of the established change that must be accepted by both Parties. The content of this change prevails over the Order, including the original Service, and over any previous changes.

21. Complementary Products

21.1 Certain Metel Services may include the supply of equipment and associated programs (*Licensed Internal Code*), defined as Complementary Products, exclusively for the use of those Services. These Complementary Products provided as a loan for the Customer's use are still the property of Metel or their legitimate owner. Metel will provide the information to allow correct installation in the Customer's environment.

21.2 Metel

- will install or provide instructions to install the Complementary Products in the Customer's premises unless otherwise specified in the Order Documentation;
- will perform maintenance of the products and will be responsible for uninstalling, removing, and transporting them from the Customer's premises.

21.3 The Customer

- will make the locations and electrical power needed to use the Complementary Products available at its own cost and guard them with the appropriate security measures;
- will be responsible for damages or losses, even if caused by third parties,
- will provide the reasonably necessary assistance to allow Metel access to the locations, installation, maintenance, included technical modifications, and uninstall;
- will not transfer them to other locations without prior written agreement from Metel and will keep them free from encumbrances, will return them along with their documentation to Metel or its designated party when the Service for which they were provided is withdrawn by Metel or ends and is not renewed.

22. Use of the Services

22.1 The Customer will use the Services set forth in these Conditions based on the operating methods and service hours in force and indicated in the Conditions or that will be communicated in the order documentation.

22.2 Any changes to the hardware and software configuration that lead to significant variations in the procedures used by the Customer will be communicated by Metel at least 30 days in advance.

22.3 If Metel Services are used to access networks owned by third parties, the Metel Service is only to cross to those networks whose access or use is not included in the Metel Services unless otherwise written in the Contract.

22.4 The use of the Metel Services excludes the possibility of acquiring patents, license or commercial rights, or copyright or intellectual property rights of any kind, unless specifically written in each Contract.

22.5 The Customer is expressly forbidden, under penalty of compensation for all damages even to third parties, to modify, insert, violate the Metel operating system, or activate or try to activate additional and/or integrative software components where the installation impacts or may impact operation systems not by Metel or that, however, can alter the configuration registries. Metel reserves the right, at its own discretion, to temporarily or definitively suspend services and publication of anything in conflict with this article 22.5 or other laws

TERMINATION

23. Termination clause

It is expressly agreed that Metel may terminate any contract - with notification via registered mail with return receipt and/or via PEC with effective receipt of the notification - in the event the use of the Service or Licensed Program is in violation of these Conditions, with simultaneous closure of the Service and/or withdrawal of the License. This, in any case, does not jeopardize Metel's ability to undertake further legal action.

24. Cancellation and withdrawal from the market

24.1 Subject to the provisions in Article 4, Letter D. and Article 1455 of the Italian Civil Code, each Party may terminate the contract for a Service if the other Party does not fulfil its obligations.

24.2 For just cause or for serious continuous deficiencies not corrected by Metel or for the permanent non-availability of the Service, the Customer may withdraw from the Contract for a Service without further charges, notifying Metel in writing three months in advance provided that the Customer completed the minimum requirements defined in the Order Documentation and the Supplementary Conditions.

24.3 Outside of the provisions of Art. 26.2, if there is no just cause the Customer may withdraw from the contract for a Service by paying a

penalty equal to the cost of 9 months of service fees, notifying Metel in writing three months in advance.

24.4 The Customer will pay all of the Services rendered and the Products and Materials delivered until the end of the Service along with any expenses and obligations that Metel must withstand due to the interruption of the contracts with its suppliers and contractors.

24.5 Metel may withdraw a renewable or permanent Service or the support for a specific Product from the market. In this case, Metel must withdraw from any related existing contracts, notifying the Customer in writing three months in advance. If the termination includes a Service that was already paid by the Customer and that Metel has not yet performed entirely, the Customer has the right to a proportional reimbursement.

PRIVACY AND SECURITY

25. Privacy

25.1 In compliance with Art. 13 of Legislative Decree 196/03 "Personal data protection law", customers are informed that their personal data will be processed by Metel as the Data Controller for the following purposes:

- to execute contract(s) with all related legal, accounting, and tax compliance.

- to perform statistical calculations on the methods for using the services by the individual users to verify if the service is fully exploited (for example, the dimensions of the documents exchanged using the service may be detected to evaluate if the size availability offered by the computer system on which the service is running are used fully).

- to send newsletters and/or promotional information on services/products offered by Metel of the same type as those already used by the Customer

25.2 Providing the data is not compulsory by law but is necessary for the contract that otherwise would not be able to be executed.

25.3 For the purposes indicated, the data will be processed mainly by automatic means by individuals assigned by Metel and by Metel *outsourcers*, identified as those Responsible for Processing or as independent Controllers. The data may be communicated to companies, consultants, organizations, and banks for accounting/administrative purposes or for possible credit recovery.

25.4 Requests for information, update, opposition to data handling, and, more generally, to exercise the other rights recognized by Art. 7 of Legislative Decree 196/03 must be sent to Metel S.r.l., the Data Controller.

26. Safety

26.1 The programs and data owned by the Customer that will be entrusted to Metel in relation to the Services provided based on these Conditions will be treated according to the same security procedures provided by Metel for its own data and programs. It is the Customer's responsibility to define their own data or information that require special security methods and to ask Metel to apply them. If there are no specific requests, Metel procedures are considered to correspond to the Customer's requirements.

26.2 The security of Metel Services is based on procedures verifying proper accesses and monitoring the routing of information through network controls (*user id, password*), user and terminal recognition procedures, automatic procedures and associations defined ahead of time between user profiles and activities allowed on the network as well as, for specific needs, encryption, authentication, and mutual recognition tools in compliance with ISO standards.

27. Identification Codes

Metel will assign Identification Codes to the Customer (for example: *user id, password*) that authorize access to the Services. The Customer will be responsible for the confidentiality of the codes and for their use by the Customer's staff or third parties with whom the Customer had shared the Codes. The Identification Codes must not be used with the intent to sub-let, resell, or otherwise transfer any part of the Services or Programs included in these Conditions.

FINAL PROVISIONS

28. Duration and renewal

28.1 The duration of the contracts is equal to a calendar year. Each contract expires on December 31st of each year.

28.2 Each contract is considered automatically renewed each year unless cancelled with notification sent to Metel via registered letter with return receipt, 3 months in advance of the expiration indicated in the previous point.

29. Governing laws and jurisdiction

29.1 The Conditions are governed by Italian law.

29.2 Any dispute concerning the validity, application, interpretation, execution, and termination of the Conditions, including those related to this clause, falls under the jurisdiction of the Court of Milan.

MDP Section for those subscribing to the service

Description of the service

The service is for the distribution of product price lists between Sellers/Suppliers of those products and their Purchasers through the website made available by Metel.

Public Price List Management and other layouts available from the seller.

According to the definitions contained in the User Manual - Definitions, the Public Price List is a price list in Metel format that can be sent to the public as well as to wholesalers. The Price List may be automatically sent to all users enabled by the Seller that are present in the Price List Communication section according to the Metel rules.

Metel CloudEDI Section for those subscribing to the service

1. Definitions

The definition of the terms and technical details for using the service are included in the Metel® User Manual - Definitions, **version 021 as amended** as well as in further technical documentation provided by Metel® SRL that the User shall follow, as an integral part of this contract.

2. Standards

The standards used for structuring the messages are:

UN/EDIFACT for syntax rules, *UN/TDED* for the Dictionary Data, Metel *User Manual - Definitions, version 021* and subsequent releases and integrations for the Data Dictionary.

3. Sending messages

Users guarantee that their systems are suitable for receiving and sending messages as established in the Metel® S.r.l. User Manual - Definitions version 021, and that they have adequate Hardware and Software for correct and complete data exchange. Before starting a data exchange, the User must approve the opening of relations on the Metel®CloudEDI system. Any changes in the Company VAN must be communicated to Metel® S.r.l. and the Partner companies at least one month before the new VAN is operational. Users who decide to interchange messages through other VANs must first ensure the interconnectivity of the systems. The User agrees to make prompt notification of any exchange difficulties in terms of sender recognition and message clarity, or for any other reason. The User agrees that if the service cannot be used due to force majeure beyond the User's control, the Partner company must be notified immediately. This also means that initiatives must be taken to remove the obstacles, using alternative methods where necessary, in order to ensure continuity of the relationship.

4. Receipt confirmation

If a transmission is delivered to the sender on a non-business day or outside of business hours, the transmission shall be considered to have been received by the Partner at the start of the business day following receipt. The sender of a transmission may request acknowledgement of receipt from the recipient's email through the Metel®CloudEDI system. The Metel®CloudEDI system must make the confirmation available as soon as possible along with the processing of the requested data. The confirmation is only a receipt and does not reflect the correctness of the content.

5. Security and confidentiality

To access the Metel®CloudEDI service, a USERID and PASSWORD must be used. These are unique for each user and are encrypted before being sent over the network. Users can only see their own data. For legal reasons in general and specifically for tax reasons, the Metel®CloudEDI service ensures archiving and storage of the archives "as sent by the sender" for 30 days. They are directly available to the user on the Metel®CloudEDI system. They are available on the backup units for another 11 months and can be accessed upon request and payment according to the current fees at the time of the request.

6. Recording messages

Users will record each message received or sent completely and without alteration in order to allow identification of the data in order to resolve any disputes. Recorded messages must be able to be recovered (read or printed, if necessary) upon request or as needed. Each party must perform tests, if necessary, to check their Products, tools, and security procedures in order to make sure they are adequate to the needs of the parties.

7. Processing messages

Users shall use the messages received as quickly as possible, promptly picking each one up from the email inbox in accordance with the data processing rate for their own Systems. A message is considered available and received when it reaches its destination or as soon as it is available in the recipient's inbox.

8. Service continuity and Customer care

The network is active 24 hours a day, 365 days a year except for Saturdays from 00:00 to 02:00 and Sundays from 03:00 to 06:00. WEB

site maintenance windows may be activated from 22:00 to 7:00. the Help Desk may be reached from 08:30 to 17:30, Monday through Friday, except for holidays.

9. Conditions for subscribing to the Metel CloudEDI service

The service may only be used by those subscribed to Metel® S.r.l. and where Metel® certification has been received for the documents to be sent. Companies that subscribe to the service must also provide a work plan that identifies the release dates for their procedures for managing Metel® documents exchanged on the Metel®CloudEDI service. Metel®CloudEDI users become effective users of the service following registration.

10. Description of the service

When executing this contract, Metel® S.r.l. uses certain products and services provided by a third party. More precisely, this is a data transmission Service made up of the following application modules:

- a) Sending and receiving data in Metel® EDI format
- b) Sending and receiving data in FLAT FILE Metel® S.r.l. format
- c) In service translation of 8 documents in FLAT FILE Metel® S.r.l. format to and from EDI Metel® format.
- d) Displaying the status of transactions forwarded to the Metel CloudEDI system
- e) Management of network relationships between users in the community
- f) Management of informational notes for development of the community

11. Digital archiving

In compliance with indications from the Italian Revenue Agency, all documents received through the Metel CloudEDI service can be used for digital archiving. The User chooses whether or not to use digital archiving. In compliance with the indications from the Italian Revenue Agency, the User who decides to use digital archiving must comply with the following on his own behalf and responsibility:

- 1 - Upon receipt of the EDI flow, print out the data and information contained in the invoice;
- 2 - Collect the data and information contained in the structured flow received, producing a static and uneditable digital image of the invoice to be sent to the digital archive (without the need to scan it), keeping in mind that the digital image of the invoice to be sent to the digital archive must ensure the following:

A -the presence and perfect representation of the essential elements in the invoice indicated in Art. 21, Paragraph 2 of Presidential Decree no. 633 dated October 26, 1972 (date, progressive order number per calendar year, VAT number of the issuer, name or company name, etc.) and in Art. 2250 of the Italian Civil Code (the company registry office and registry number for companies required to register, the share capital of Spa, Sapa, Srl, etc.);

B - "the image faithfully, correctly, and truly reflects the data, facts, and acts that the document represents", which means that the digital image of the invoice generated by gathering the related data must not necessarily be identical to the printed one, but that it must definitely report the same data contained in the structured flow received and on the paper invoice;

- 3 - Subject the digital image of the invoice to the digital archiving process as reported in Art. 4 of the Decree by the Minister of Economy and Finance dated January 23, 2004 and in the Italian Revenue Agency Circular no. 36 dated December 6, 2006, as amended;

4 - When the digital archiving process has been completed, proceed with maceration of the paper invoices.