

General Terms of Service (“GTS”)

Introduction

These general terms of service (hereinafter “**GTS**”) together with the special service conditions (hereinafter “**SSC**”) set forth, along with more detailed provisions, in the service orders (hereinafter “**SO**”), govern the supply of services that Diennea S.r.l. – Italian Tax Code and VAT number 02243600398, based in Faenza (RA), viale Marconi 30/14, 48018, Italy, Certified Electronic Mail (“*Posta Elettronica Certificata*” – “**PEC**”) address dienneasrl@pec.it – (hereinafter the “**Supplier**”), in the person of its legal representative *pro tempore*, undertakes to offer towards the entities, legal persons, (hereafter referred briefly as “**Client/s**”) that have requested such services according to the terms and conditions described below. The Supplier and the Client herein after will be referred to as “**Parts**” (collectively) or as “**Part**” (individually), the GTS and SO will be indicated collectively as “**Contract**”.

1. GTS and SO

1.1. This GTS describes the general content of the commitments that the Parties will take with respect to the supply of the service(s) identified in the respective SO.

1.2. The SO describes the service/services provided by the Supplier and, in the SSC along with more detailed provisions, they specify further the specific content the commitments that Parties respectively assume.

1.3. The GTS and the respective SO regulate the relationship between the Parties.

1.4. In case of conflict, the provisions of the SO prevail over the provisions of the GTS.

2. Services

2.1. The services provided by the Supplier to the Client are described in detail in the specific SO (hereinafter referred to briefly as "**Services/Service**").

3. Costs and methods of billing and payment

3.1. The amount agreed upon, the methods of billing and payment regarding the Services as referred to in the previous Article are indicated in the respective SO.

4. Duration

4.1. The GTS are valid and effective between the Parties, assuming there is an active, valid and effective SO. The duration and validity of individual SOs are set out in those documents.

4.2. Any right of withdrawal from the SOs is indicated in those documents. Withdrawing from a SO does not also imply the withdrawal from GTS, which remain valid and effective between the Parties, assuming there is an active SO.

5. Use of services and the Client's responsibilities.

5.1. In the execution of the Contract the Client undertakes to use the highest professional diligence and good faith in order to not create any prejudice to the Supplier or to third parties. With specific reference to the subject of the Service, the Client undertakes to and guarantees the respect of any and all national and foreign law applicable to the performed activity. Coherently, the Client undertakes to promptly inform the Supplier of any obligations and performances imposed by applicable national and international regulations as a result of the use of the Service.

5.2. In the event of the occurrence of injury referred to in Article 5.1. due to negligence and/or bad faith of the Client, the Client will hold harmless and indemnify the Supplier against any claim for damages.

5.3. In the event that the conduct referred to in Article 5.2. are severe and relevant, the Supplier reserves the right to suspend the execution of the concerned SO, that will be notified to the Client via e-mail or fax, or to terminate the Contract in accordance with art. 1456 of the Italian Civil Code.

5.4. It is forbidden for the Client to request the execution of the SO for illegal activities or otherwise activities in violation of the law and/or the rights of others. In that case the Supplier shall be able to exercise the right to interrupt the execution of the concerned SO or to terminate the relevant Contract in accordance with art. 1456 of the Italian Civil Code as referred to in Article 5.3.

5.5. It is forbidden for the Client – either directly or through third parties – to translate, modify, disassemble, decompile, alter computer programs/software or parts of computer programs/software used by the Supplier to provide the Services, as well as to copy related materials provided by the Supplier to provide

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the Services. In that case, the Supplier shall be able to exercise the right to interrupt the execution of the SO concerned or terminate the relevant Contract in accordance with art. 1456 of the Italian Civil Code as referred to in Article 5.3.

6. Know how, intellectual property rights and/or industrial property rights

6.1. The Client acknowledges that the Supplier is the sole owner of the *know-how* and intellectual property rights and industrial property rights related to inventions and computer programs (including the source code, scripts, software, documentation and written programs, studies, etc.) and to whatever else has been prepared, made, or developed to execute each SO in the interest of the Client, including industrial methods and procedures, without the prejudice to the right of the Client to use them under the terms and conditions provided for by law and by the Contract.

6.2. Anyhow, if it will be the case and except as expressly permitted by applicable law, the Client commits itself not to copy, sublicense, license, rent, lease, sell, de-compile, run reverse-engineer, disassemble, try to obtain the source code, modify or translate, reverse engineer, or create works and/or derivative works, and not to

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take any illegal and fraudulent actions on the computer programs/software developed or licensed to execute each SO in favour of the Client or to take in any way actions that exceed the rights acquired with the Contract.

7. Limitations of liability for failure to perform contractual obligations

7.1. The Client acknowledges that the Services provided by the

Supplier may not achieve the expectations or have the same effects that the Client expects, despite the application by the Supplier of the best of its ability and professionalism and the use of techniques and procedures that make up the state of the art with reference to the type of services provided. The Client also acknowledges that the Supplier shall in no case be held responsible for delays or failures in the provision of the Services depending on events beyond control such as, for example:

- a) events of force majeure;
- b) events caused by third parties such as the interruption or malfunction of computer networks and/or electric power lines;

c) malfunction of the terminals or other systems of communication used by the Client or improper use of the same and/or the procedures to access to the Service by the Client or third parties;
d) acts or omissions committed by the Client and in conflict with the obligations assumed by the latter pursuant to these GTS or the SO and, more generally, malfunction caused by improper use of the Services on the part of the Client or third parties.

7.2. In the cases referred to in Article 7.1. and anyhow in the cases referred to in Article 5., the Supplier shall not in any way be liable to the Client or any third party for losses, loss of profit or for any other form of loss of profit or damage however derived from the execution of these GTS or each individual SO.

8. No assignment of Contract or sub-contracting

8.1. In the absence of specific authorization in writing by the Supplier, it is expressly forbidden for the Client to assign this Contract: namely to assign all or part of the rights and obligations arising from these GTS and related SO.

8.2. The Supplier reserves the right to entrust the provision of the Services, in whole or in part, to sub-contractors with proven

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expertise and experience. In such cases, the Supplier shall bear full responsibility towards the Client for the performance of the obligations of any entrusted sub-contractors.

9. Formal notice and express termination clause

9.1. The Supplier may terminate this Contract at any time if the Client fails to remedy any of its breach of the terms thereof, within 15 (fifteen) working days from written notice from the same Supplier of the relative violation.

9.2. However, the Supplier reserves the right to declare the Contract terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code with simple written communication sent by PEC or registered letter with proof of receipt, in addition to the cases already mentioned in Article 5, in the following cases of severe and irreparable non-compliance:

– the Client violates even one of the obligations laid down in Articles 6, 13 and 14 of these GTS, as well as the provisions in the documents to which they make reference to;

- the Client carries out, using the Service, any illegal and fraudulent activity and/or activity not in accordance with applicable laws and regulations;
- the Client assigns in whole or in part, the contract to third parties, in breach of the provisions set out in Article 8;
- the Client is enrolled in the registry of protests, is declared insolvent, or has been admitted or subject to an insolvency proceeding;
- the Client makes written false or untrue declarations to the Supplier in the phase of conclusion of the Contract or in the course of execution of the Contract (for instance, by email, participations in surveys and inquiries, filling in questionnaires, etc.) as well as in cases in which the use of the Services turns out to be different to that declared by the Client;
- in the event of non-payment by the Client of even one invoice issued by the Supplier for payments due under the Contract. If, in the latter case, the Service has been activated in the meantime, the Supplier will retain any amount paid and will be entitled to collect the amounts accrued up to the time of termination of the Contract,

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as well as to request the late payment interest as provided for by Legislative Decree no. 231/2002.

9.3. At the date of termination of the Contract, which occurred in the cases provided for in the paragraph above, the Services will be disabled and the Supplier shall be entitled to charge the Client any additional costs that he must have had to endure, without prejudice to its right to compensation for any damages suffered. No claim for damages may be made to the Supplier by the Client, in relation to what is specified in this article.

10. Applicable law and jurisdiction

10.1. The Contract shall be governed by, and interpreted in accordance with, the laws of Italy. The competent Court for any dispute regarding the interpretation or enforcement of this Contract is the Court of Bologna, with express derogation to what may otherwise be provided by laws or international conventions.

11. Changes of GTS and/or SO

11.1. The Supplier reserves the right to modify at any time these GTS and the terms and conditions of the SO, with communication via e-mail to the Client at least 30 days in advance. The Client agrees that

this notice can also be done through publication of a specific notice on the following websites of the

Supplier: www.diennea.com; www.magnews.it.

11.2. In the case of changes (i) to one or more SOs, the Client has the right to withdraw from the SO or SOs affected by such modifications or (ii) to the GTS, the Client has the right to withdraw from the active SOs, sending the Supplier a notice thereof within the same 30-day period referred to in the previous paragraph. After the 30-day period referred to in the previous paragraph the changes will be deemed as accepted by the Client and fully binding to the same.

11.3. Notwithstanding the above, the Supplier also reserves the right to modify or update these GTS, or the terms and conditions of the SOs in order to align them with legal changes of the national, EU-level or international legal framework applicable to the Contract; such amendments will be communicated to the Client via email or by means of the publication of a dedicated notice on the following websites of the Supplier: www.diennea.com, www.magnews.it. Such amendments, by virtue of their legal effectiveness, will be applicable

as between the Parties starting from the date of the communication/publication of the same.

12. Communications between the Parties

12.1. Except as expressly provided otherwise, the Parties agree to the use of electronic mail to send the required communications and notices pursuant to these GTS and/or the singular SO. The respective contact details of the Parties are specified in the relevant SO.

13. Personal data protection

13.1. The Parties acknowledge that they have properly informed each other in accordance with the applicable rules on the protection of Personal Data of the possible personal data processing activities related to the Service provided pursuant to the Contract and declare that they will process such personal data in accordance with the relevant provisions of law. With reference to the processing of personal data of the Parties, the Client and the Supplier will mutually act as data controllers.

13.2. With specific reference to the Services, the Supplier typically acts as the data processor according to the documented instructions stated by the data controller.

13.3. The Parties acknowledge that the Supplier, in its capacity as data processor, when receiving requests from data subjects or reports of possible illegal data processing activities, without considering the merits of the request, shall promptly notify the data controller of the contact details of the data subject concerned, together with the requests/reports of the latter, and the details of the data controller to the data subjects.

14. Confidentiality clause

14.1. The Parties mutually guarantee that their personnel and the personnel of other parties that may be appointed by them, will treat any information or any other data of which they have acquired knowledge during or in connection with any activity relating to the execution of the Contract as confidential.

14.2. The Parties reciprocally undertake to maintain the confidential nature of the data and information which comes to their knowledge or into their possession under the Contract, not to disclose such

information in any way and not to use it for any purposes other than those strictly necessary for the execution of the Contract; with the exclusion of cases in which a Party has obtained written consent from the other Party and subject to the Parties being included on the list of their respective customers and suppliers for the activities necessary to fulfil the commitments established by this Contract.

13.3 The above obligation likewise concerns the ideas, methods and technical experience that Diennea develops and/or realizes in execution of the contractual services, as well as all original material used in execution of the Contract.

13.4 Consequent to the above, the Parties shall be responsible for the precise compliance of their employees, consultants and/or collaborators, as well as any sub-contractors and the employees thereof, with the aforementioned confidentiality and secrecy obligations.

15. Final provisions

15.1. This Contract does not create any fiduciary relationship, work, association, joint venture, partnership or otherwise between the Parties. Neither Party is committed, under the Contract or

otherwise, to take charge of an obligation of the other, both regulatory and contractual, or to take responsibility for the work or the activity of this Party.

15.2. This Contract terminates and supersedes any agreement that might have intervened between the Parties concerning the Services and it is the ultimate and complete manifestation of the agreements made between the Parties on such subject.

15.3. Any ineffectiveness and/or invalidity, total or partial, of any provision of this Contract will not result in the invalidity of the other provisions, which shall be considered valid and effective.

15.4. For everything not expressly provided by the Contract, the Parties expressly refer to the law in force at the time of the conclusion of the Contract, where applicable and compatible.