

**GENERAL TERMS AND CONDITIONS OF SALE
FOR
SOFTWARE LICENSE
COMPUTER SERVICES
HARDWARE SUPPLIES**

1. GENERAL PROVISIONS

- 1.1 Unless otherwise agreed upon in writing between the contracting parties, these general sales terms and conditions (hereinafter referred to as "General T&Cs") shall apply to contracts entered into by the contracting parties.
The general sales terms and conditions apply to contracts entered in force with AEP Ticketing solutions, headquartered at Via dei Colli 240 Signa (FI) zip code 50058, "PEC" e-mail aep-italia@postecert.it, registration number with the Register of Companies of Florence, Tax code and VAT number 03504280482 (hereinafter, "AEP") for the delivery of goods and/or services in favor of a buyer (hereinafter, the "Buyer").
- 1.2 Any deviation from these Terms and Conditions shall not be enforceable between the parties unless expressly agreed to in writing in accordance with the terms of Article 18.1 herein.
- 1.3 This Agreement supersedes any and all previous agreements, negotiations, statements and proposals, both in writing and in oral form.
- 1.4 In case of conflict between what the Parties have agreed upon, the following order of precedence, in descending order, will apply for the purpose of interpreting the understandings reached:
- Amendments or modifications to the Agreement;
 - General T&C;
 - The Scope of Work and/or Offering;
- 1.5 As of the effective date of this Agreement, the terms and conditions contained in this Agreement shall apply to all purchases made by Customer from AEP during the term of the present Agreement. Any terms and conditions included in documentation between the Parties, including, but not limited to, purchase orders and order confirmations from AEP are for administrative purposes only and do not modify, alter, or supersede the terms of the Agreement.
- 1.6 The term of this Agreement shall commence on the date of execution of the supply agreement or, if none, the effective date of the license and/or commencement of the use of the Software as well as the provision of the computer services and/or the supply of the hardware or the written notice to proceed issued by Customer or the effective date of this Agreement, whichever is later, and shall continue in effect until terminated by either Party in accordance with the terms set forth in this Agreement.

2. DEFINITIONS

- 2.1 Unless otherwise provided and agreed upon in writing between the Parties, the terms listed in this Article shall have the meanings respectively ascribed to them hereunder.
System Acceptance: it refers to the procedure described in Article 8;
Equipment: it refers to both AEP's equipment and hardware and third-party equipment and hardware, collectively;

Equipment under maintenance: the AEP Equipment designated as the subject of the maintenance services described in the offer;

Documentation: user documentation and training materials related to the System provided by AEP;

Offer: it means any document or communication in which are agreed the commercial and technical terms and conditions, governed by this Agreement, applicable to the licensing and use of software (defined below), as well as to the provision of IT services and the supply of hardware - as well as those that may be licensed, rendered and/or supplied in the future - by AEP.

Third party equipment: it refers to third-party equipment or third-party software sold or licensed under this Agreement and specified in the offer;

Scope of Work (SOW): it specifies the subject matter of the Agreement and defines the work and/or services indicated in the offer;

System: it refers, collectively, to the Software and the Equipment specified in the offer;

Third party products: licensed software, services or hardware of third parties contemplated in this Agreement and specified in the offer or procured and made available to AEP by the Customer.

3 PRICES, TAXES AND PAYMENTS

- 3.1 Unless otherwise stipulated, the prices stated in AEP's offer shall be net of any taxes or levies; net of transport, packaging and insurance costs; net of any customs or import charges. AEP reserves the right to apply the relevant charges to the Customer. The prices shall be those indicated by AEP and shall remain in force for the period specified in AEP's offer. If no period is specified, the prices shall remain in force for (30) days.
- 3.2 AEP will invoice, and Customer will pay, the amounts invoiced, plus any related taxes, including all applicable withholding taxes, import taxes, levies and duties resulting from cross-border transactions (transactions in which AEP and Customer are tax residents of different countries). If the Customer is required by law to deduct or withhold any taxes from any amount payable on a cross-border transaction, the amount payable hereunder shall be increased so that, after all required deductions and withholdings have been applied, AEP receives an amount equal to the amount it would have received had such deductions or withholdings not been applied.
- 3.3 The Customer shall pay each invoice within thirty (30) calendar days from the date of the invoice to a bank account designated by AEP. All payments made by the Customer to AEP shall be in Euro unless otherwise agreed between the Parties.
- 3.4 The Customer may not set off amounts due under the Agreement against other amounts.
- 3.5 In the event that the Customer does not collect the total quantity of products as planned in the purchase orders, AEP reserves the right to change the price structure according to the quantity of products actually delivered.
- 3.6 At the time of contract renewal or after the expiry of one year in the case of open-ended contracts, the periodic fees may be subject to change according to the trend in the cost-of-living index recorded by ISTAT, giving one month's written notice. In addition to the ISTAT adjustment, AEP may increase the periodic license and service fees, as well as the prices of Equipment and other service fees provided under the Agreement, by giving three months' prior written notice to you. The increase shall apply from the first day of

the charging period, coinciding with or immediately following the effective date of the increase, as stated in the notice. If, in the course of twelve months, the increase exceeds 30% of the last applicable fee, the Customer shall have the right to withdraw from the contract by giving us prior written notice by registered letter with return receipt, with a notice period of 30 days. Variations in the final charge that are exclusively dependent on the percentage change of existing charges or the introduction and application of new charges are not contractually relevant. Prices may be increased by AEP in the event of extraordinary and unforeseeable events or for other circumstances, however, not attributable to AEP with 30 days' notice.

- 3.7 In the event of delay in the payment of invoices in which the price of the Equipment/Product is charged, the Customer shall receive notice by registered letter with return receipt or by Certified Electronic Mail (PEC). After 15 days from receipt of said notice, AEP reserves the right to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code. In the event of delayed payment of the invoices, arrears interest will be applied to the Applicant, for each day of delay, on an annual basis equal to the BCE interest rate (established every six months and published by notice of the Ministry of Economy and Finance on the Official Gazette of the Italian Republic) plus the surcharges provided for by Legislative Decree 231/02 as amended and supplemented, on the amount not paid or paid late. In the event that the Applicant has to pay the aforesaid accrued interest on arrears, such interest shall be recovered through the issuance of an invoice (outside the scope of VAT pursuant to Article 15 of Presidential Decree No. 633/72 and subsequent amendments) by AEP, which shall be paid up to the exact amount accrued within 30 days from the date of issuance of the invoice.

4. SOFTWARE OWNERSHIP AND RELATED RIGHTS

- 4.1 It is hereby mutually acknowledged, recognized and agreed that AEP is the sole and exclusive owner of any and all intellectual property rights in the Software and any related Customization (i.e. any software, application, package or module developed for the individual Customer or its organisation, hereinafter referred to as "Customisation") identified under the Offer (collectively the "Software") as well as to any possible subsequent Customisation of such Software, to any other or subsequent information and/or any data, updates, new versions, improvements and enhancements relating thereto and any derivatives thereof, to any related trade secrets, trademarks, patents and copyrights.
- 4.2 Notwithstanding any contrary provision in the Offer or in this Agreement, nothing in the Offer or in this Agreement shall transfer ownership of AEP's Intellectual Property Rights, methodologies, know-how anywhere in the world or limit in any way AEP's ownership or right to use the methodologies or design concepts, techniques, knowledge or know-how however arising from AEP's performance of the Offer, as well as any Software, Deliverables or Services licensed, developed, rendered, employed or produced pursuant to the Offer or in this Agreement. In addition, AEP retains all right, title and interest in and to (including all copyrights and patents) any Software, Services, deliverables, methodologies, know-how, tools or utilities arising out of, or developed by or on behalf of AEP in any form under the Offer, including Customer's data processing, structuring, coding and transfer methodologies. Correspondingly, any possible transfer

of the Customer's data shall be made in a generally readable standard code or format, excluding any code or format of AEP.

5. LIMITED SOFTWARE WARRANTY

- 5.1 AEP declares and guarantees exclusively that the Software will be able to perform the basic features and functions described in the Offer, provided that the Software is used on a compatible hardware and operating system environment, and that any other instructions relating to the Software are applied promptly and correctly (any non-compliance with the foregoing constitutes a "Defect").
- 5.2 Once the Software has been delivered to the Customer, the Customer shall inspect it and within seven (7) days, shall sign and deliver an acceptance certificate or sign-off sheet. If the Customer does not object to any Defect within five (5) days, the Software and Licences shall be deemed accepted without Defect upon delivery.
- 5.3 Any applicable warranty is limited to a period of 12 months from the date of acceptance of the Customer's Software. If the Customer receives supplements, upgrades or replacement software during the warranty period, these will be warranted for the remainder of the warranty period. If no claim is raised by the Customer within the warranty period, no further warranty on the Software shall apply.
- 5.4 Timely and full payment of the license fee and the first guarantee fees is a prerequisite and condition for the customer's right to the above-described warranty.
- 5.5 In the event of any Defect in the Software, as defined in this Agreement, AEP agrees, at its own expense, to use its reasonable best efforts to correct all verified Defects in a timely manner, or to execute a redelivery, at AEP's option (the "Remedy(s)"), any other remedy, liability obligation or warranty excluded.
- 5.6 Except as specifically provided for in this Article:
- A. The use of the Software is done at the user's own discretion and risk and the user is solely responsible for any damage and loss to the user's computer systems and/or data that may result from use of the Software.
 - B. AEP cannot be held liable for errors to the extent that they are caused by external influences such as power outages, power fluctuations, lightning strikes, static discharges, combined use of the Software with software or hardware not approved in the Offering, or to the extent that the Software is maintained, configured, damaged, abused, or modified by persons other than authorized employees or representatives of AEP. In addition, AEP's limited warranties apply only to the use of the latest updated version of the Software, properly and timely maintained in accordance with paragraph C here below.
 - C. The enforceability of any warranty is conditioned upon the Software being used in conjunction with the necessary hardware and software, and to update the operating software to the latest current version if an update is necessary for the proper functioning of the Software. AEP shall not be liable: (i) if Customer or any third party modifies the Software without the prior specific written consent of AEP; (ii) if the Software does not meet user requirements or business needs; (iii) for results or outcomes that may be obtained from the use of the Software.
 - D. Except as specifically set forth in this Section and to the maximum extent permitted by law, and thus excluding fraud, AEP and its suppliers hereby disclaim all warranties, obligations, representations and liabilities, express or implied, arising by operation of law or otherwise, with respect to any bug, error, omission, defect, deficiency or

nonconformity in the Software or any service provided under this Agreement, including but not limited to (a) implied warranties or conditions of merchantability, satisfactory quality or fitness for a particular purpose; (b) implied warranties arising from performance, negotiations or trade usage; (c) claims of infringement; or (d) legal remedy, regardless of whether any relevant action or claim is based on contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or other. The remedies under this limited warranty as set out in this Agreement are the Customer's sole and exclusive remedies and the limited warranty shall not extend to anyone other than the original Software Customer or authorized assignee.

- E. The Customer expressly acknowledges, understands and agrees that: (a) AEP does not, in any way or form, represent or warrant that the Software or its design, or any data or other information generated by or through the Software, will ensure Customer's compliance with any local, national or other laws, decrees, rules and regulations or governmental and industry requirements and standards, and (b) Customer is solely responsible for interpreting and complying with all laws and obtaining independent legal or other advice regarding the same.
- F. The Software specified in the Offering may contain features designed to interoperate with any web, mobile, offline or other operational software process or functionality that is provided by Customer or a third party and interacts with Third Party Products. To use such features, Customer may be required to obtain access to such Third-Party Products from their suppliers and may be required to grant AEP access at Customer's expense to such Third-Party Products. AEP cannot and does not guarantee the continued availability of features of Third-Party Products and may cease to make such features available without Customer being entitled to any refund, credit or other compensation, if for example and without limitation, the Third-Party Product supplier ceases to make Third Party Products available for interoperability with the corresponding Software features in a manner acceptable to AEP. However, AEP will not materially diminish the overall functionality of the Software. For any breach of any of the foregoing warranties, your exclusive remedies shall be solely as described in this Agreement.

6. RIGHTS OF USE OF THE SOFTWARE ('LICENSE')

- 6.1 Customer acknowledges AEP's full and exclusive right, title and interest in and to any and all intellectual property rights in and to the Software, including any and all information and/or data, updates, new versions, enhancements and improvements relating thereto and all derivatives thereof. The Customer shall not distribute, sub-license, rent, lease or transfer the Software to third parties. Except as expressly permitted by law, the Customer may not modify, reverse assemble or reverse compile the Software or any part thereof.
- 6.2 Customer will not remove, obscure or alter any copyright, patent, trade secret, trademark or other proprietary right notice or disclaimer appearing in or on any Software and Customer agrees and warrants that any copy of all or any part of the Software made by Customer will include such notices.
- 6.3 If the Customer infringes any intellectual property rights in the Software, the Customer shall be liable for any direct, special, incidental, consequential and/or indirect damages, as well as for any loss, costs or expenses to AEP.
- 6.4 AEP shall defend, indemnify and hold the Customer harmless from and against all costs, damages, liabilities and expenses (including reasonable legal fees) actually incurred by

the Customer to the extent arising out of any third-party claim against the Customer that the Software, in the form delivered to the Customer by AEP, infringes such third party's intellectual property right, patent or copyright; provided that:

- (a) the customer will promptly inform AEP of the complaint;
 - (b) AEP has sole and independent control over defense and all related agreement negotiations; and
 - (c) the customer provides AEP with all necessary and reasonable assistance, information and authority to perform the above actions, at AEP's cost and expense.
- 6.5 AEP shall have no liability for any claim of infringement to the extent of, arising out of, or relating to:
- (a) the use of something other than a current, unaltered version of the Software;
 - (b) the combination, operation or use of any Software with third-party programmes or data, unless such combination or use has been previously and specifically agreed in writing by the Parties;
 - (c) any correction, modification or addition made by anyone other than AEP, unless such correction, modification or addition has been previously and specifically agreed in writing by the Parties.
- 6.6 If the Software infringes (or AEP believes it may infringe) the rights of a third party, AEP shall have the right, at its sole discretion and at its own expense, as the Customer's sole remedy in connection with the infringement, to:
- (a) modify the Software to remedy the infringement(s);
 - (b) obtain a different license for the Customer to continue using the Software; or
 - (c) accept the return of the Software from the Customer and refund to the Customer any payments made in connection with the returned Software.
- 6.7 The parties agree that this Article exhaustively defines AEP's liability and responsibility towards the Customer in the event that the Software is found to infringe the intellectual property rights of third parties.
- 6.8 In the event that such infringement is finally ascertained and to the maximum extent permitted by law, in no event shall AEP's overall liability to the Customer exceed the Licence Fee and/or the price of the Equipment agreed in the Offer related to the infringement in question.

7. PROVISION OF HARDWARE AND DOCUMENTATION

- 7.1 Subject to the terms and conditions of this Agreement, AEP shall install the System, including the hardware, at the locations indicated by the Customer. The Parties will perform all applicable activities and provide all required information in accordance with the SOW.
- 7.2 The Documentation, whether owned by AEP or a third party, is licensed to Customer. Ownership of any intellectual property contained in the Documentation shall remain the sole and exclusive property of AEP or any applicable third party, as applicable. Customer will not copy, modify, reverse engineer or disassemble the Documentation, nor will Customer permit others to copy, modify, reverse engineer or disassemble the Documentation; provided, however, that Customer may make copies of the Documentation as necessary for back-up, testing, integration and data-warehousing purposes for the operation of the System. Customer may not transfer the licence granted hereunder or possession of the Documentation except as part of or with the equipment, such transfer being subject to the restrictions contained herein.

- 7.3 In the case of any Third-Party Equipment, Third-Party Software, Third-Party Documentation or services provided with the System under this Agreement, such third parties shall retain all rights to patents, copyrights, trademarks, trade secrets and any other intellectual property.
- 7.4 The AEP Equipment for this Project may include Software licensed to AEP by third party licensors. The terms and restrictions of the license grants contained in Section 6 in addition to any other terms required by any third-party licensor shall apply to the use of any third-party Software and the licensors of such Software are third party beneficiaries of the rights granted under such terms. If required, Customer shall enter into a separate end user license agreement depending on the product(s) purchased. Customer may only transfer any Software product incorporated in AEP Equipment or Third-Party Equipment in accordance with the terms and conditions of this Agreement.
- 7.5 With the exception of any Third-Party Software and Third-Party Equipment listed in the offer, AEP shall retain all rights to patents, copyrights, trademarks, trade secrets and any other intellectual property, whether pre-existing or developed under this Agreement. Further, neither this Agreement nor the provision of the System or any services under this Agreement shall be construed as granting, by estoppel or otherwise, any right or license to any present or future data, designs, plans, ideas or methods disclosed in this Agreement or to any inventions, patents, copyrights or trade secrets now or hereafter owned or controlled by AEP.
- 7.6 The Customer undertakes to: (i) take reasonable measures to maintain the intellectual property rights of AEP and/or its subcontractors; (ii) not to sell, transfer, publish, display, disclose or make available the Software, or copies of the Software, to any third party, except that Customer may disclose the Software to designated federal representatives pursuant to a nondisclosure agreement signed by both parties; (iii) not to use or permit the use of the Software directly or indirectly for the benefit of any other person or entity; and (iv) not to use the Software, together with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without the written consent of AEP.
- 7.7 The Customer agrees that upon expiry or termination of this Agreement, the Customer shall: (i) remove the System in its entirety, either by returning it to AEP or by providing evidence of its complete uninstallation.

8. HARDWARE AND SYSTEM ACCEPTANCE

- 8.1 Hardware Acceptance: Complaints relating to the non-conformity of the delivered goods with respect to the order or offer, and in particular complaints relating to color, quantity, weight and other physical characteristics, must be notified by the Customer in writing to AEP within 10 days after delivery, otherwise the goods shall be deemed to have been definitively accepted.
- 8.2 System Acceptance: Once the installation of the Software incorporated in the System and/or of the hardware equipment has been completed, it will be tested. All components of the Equipment and Software installed in the System will be tested according to the specifications set out in the offer. The warranty period for the Equipment and the embedded Software will commence from the Acceptance of the System.
- 8.3 In the event that deficiencies, punch list items or variations ("Variations") are found during testing, the Customer shall notify AEP in writing, by certified mail, of the list of all variations found. AEP shall be obliged to correct the listed Variations during the warranty

period. The corrections of the Variations shall be acknowledged by both Parties, in writing, as they are corrected or otherwise resolved by the Parties. Acknowledgement of the corrections of the Variations shall not be unreasonably withheld, conditioned or delayed.

- 8.4 Notwithstanding the above, the Customer shall be deemed to have accepted the AEP Software when the Customer puts the System into operational and functional use. The System will be considered in operational and functional use when Customer first uses each-and-every core component of the Software to support its current operations in any capacity. Upon acceptance of the System in accordance with this paragraph, Customer will provide written confirmation to AEP confirming such acceptance and completion of the System Acceptance procedures.
- 8.5 During the System Acceptance procedures, if, in AEP's reasonable opinion, Customer acts in bad faith in any way to delay the commencement of the warranty, and upon ten (10) days prior written notice to Customer, AEP may disable, disconnect, or otherwise render inoperable all of the AEP Software modules provided herein until Customer has completed the System Acceptance.
- 8.6 Upon completion of delivery, installation and testing of each milestone, AEP will notify Customer in writing. Customer will then have ten (10) business days to conduct acceptance tests to ensure that the System is functioning in all material aspects as specified in the Documentation. At the end of this period, Customer shall be deemed to have accepted the milestone deliverables unless AEP receives prior written notice outlining the nature of the perceived material defects. Notwithstanding the foregoing, the Customer shall be deemed to have accepted the relevant supply when it puts it into operational and functional use. The software and/or hardware module shall be considered to be in operational and functional use when the Customer uses the software module for the first time to support his current operations in any capacity whatsoever.
- 8.7 Final acceptance of the system will take place after completion of acceptance of the System, hardware and Software and all supplies listed in the SOW.

9. WARRANTY ON AEP SUPPLIES

- 9.1 AEP declares and warrants exclusively that the Equipment will conform in all material respects as set forth in the Documentation for a period of 12 months from System Acceptance, as governed by Article 8, (any nonconformity to the foregoing hereinafter a "Defect"). During the term of such warranty, AEP agrees to repair or replace, at its option and without charge, any Defect in the delivery of the Equipment, and which is returned to AEP at its facility, postage prepaid, during the warranty period, as applicable for each component, and is returned in accordance with AEP's instructions.
- 9.2 The guarantee referred to in this Article shall lapse and become ineffective if:
- (a) Equipment or software subject to carelessness or negligence;
 - (b) Vandalised equipment or software;
 - (c) Equipment or Software subjected to modification or repair contrary to repair procedures, specifications or licence terms written by AEP;
 - (d) Packaged Equipment or Software;
 - (e) Equipment or Software subject to fire, wind, flood, leakage, collapse, lightning, explosion or other force majeure, including but not limited to acts of war (declared or undeclared), terrorism or public enemy; and

(f) Software or modified software as a result of third-party software integrations not provided for in the initial contract.

9.3 For the avoidance of doubt, the Parties agree that the above warranties shall not apply to Third Party Products. Such Third-Party Products will be provided by AEP with only the manufacturer's warranties available and AEP shall pass through and assign such manufacturer's warranties to Customer. Unless otherwise specified, any remedial or repair services relating to such Third-Party Products shall be the sole responsibility of Customer.

10. GUARANTEES ON THE SYSTEM

10.1 AEP is exempt from liability for acts of slight negligence. The parties further agree that the above warranties do not include coverage for errors, defects or system performance problems caused by the actions of the Customer, its employees, contractors or consultants.

10.2 These warranties are in lieu of all other warranties, conditions or other terms, express or implied, relating to the System. Expressly disclaims any other warranties, conditions or other terms which may be implied or incorporated into this Agreement, whether by statute, rule, common law, equity or otherwise, including, without limitation, any implied warranties or conditions of quietness, merchantability, merchantable quality, fitness for a particular purpose, or arising in the course of business or usage of trade as permitted by law.

In particular, AEP does not guarantee that: (i) the system will meet all or any of Customer's particular requirements; (ii) that the operation of the system will be error-free or uninterrupted; or (iii) that all programming errors in the system can be detected or corrected. The foregoing constitutes the Customer's sole right and remedy with respect to the Guarantee under this Agreement.

11. MAINTENANCE AND SUPPORT SERVICES

11.1 AEP Equipment:

The maintenance service is governed by specific agreements. As a general rule, and only in the case of a maintenance agreement, the service starting at the end of the warranty period (subject always to AEP's right to withhold performance in the event of outstanding payments by the Customer) is regulated as follows:

- (a) AEP will maintain the Serviced Equipment so that it will operate in accordance, in all material respects, with the descriptions and specifications in the Documentation at the time of this Agreement;
- (b) AEP will provide remote telephone support to customer/authorized callers to assist in troubleshooting the installation, configuration and operation of serviced equipment;
- (c) Customer will send all Equipment under maintenance covered by this Agreement directly to AEP's designated service facility. After repair, AEP will return the serviced Equipment to the Customer's designated receiving facility, or such other location as indicated by the Customer's applicable return order.

11.2 The shipping cost to the designated AEP service centre will be borne by the Customer. The cost of shipping repaired Equipment under Maintenance to Customer's facilities shall be borne by AEP unless the AEP Equipment under Maintenance is found to have no Defect. Equipment under Maintenance returned for repair under this Agreement and

subsequently deemed by AEP to have no Defect covered by this Agreement shall be subject to the time and material price in effect at that time.

- 11.3 AEP reserves the right to replace parts that are functionally equivalent to those returned to AEP for repair; AEP will endeavour to provide a delivery time of thirty (30) calendar days for serviced equipment returned to AEP. Such delivery time will begin on the date of receipt by AEP's service centre and continue until the date of shipment to the Customer;
- 11.4 Documentation for equipment difficulty: Prior to delivery to AEP of the AEP Equipment under maintenance for repair, the Customer shall provide AEP with a return order, which shall include the following details:
- (a) date of the performance defect;
 - (b) detailed description of the system of the performance defect;
 - (c) type of equipment, part number and serial number of the serviced equipment;
 - (d) Customer's return/repair order number;
 - (e) shipping address and contact name for returning the maintained equipment to Customer's location;
- 11.5 The Customer will be included in AEP's mailing list to receive announcements of updates and upgrades of the AEP Software provided under this Agreement, excluding mailings of Third-Party Software; this includes application software, system software and software that AEP develops for this project.

12. EQUIPMENT AND SOFTWARE EXCLUDED FROM MAINTENANCE

- 12.1 The Parties agree that the above maintenance services do not apply to maintenance of Third- Party Products, other than those specifically designated as Maintenance Software or Maintenance Equipment, and AEP shall have no obligation to provide maintenance services to Customer with respect to such Third Party Products. The Parties further agree that the above maintenance services do not include services that may be required to identify or correct errors, defects or performance problems with the Maintenance Software or Maintenance Equipment that are caused by the acts or omissions of Customer, its employees, contractors or consultants.
- 12.2 In the event that AEP Equipment and AEP Software are subject to any of the following conditions by the Customer or a third party, such AEP Equipment and AEP Software shall be excluded from maintenance service coverage:
- (a) Equipment or software subject to malpractice or negligence;
 - (b) Equipment or software subject to vandalism;
 - (c) Equipment or Software subjected to modification or repair contrary to repair procedures, specifications or license terms written by AEP;
 - (d) Packaging equipment or software;
 - (e) Equipment or Software subject to fire, wind, flood, leakage, collapse, lightning, explosion or other force majeure, including but not limited to acts of war (declared or undeclared), terrorism or public enemy; and
 - (f) Software or modified software as a result of third-party service releases.
- 12.3 Disclaimer: AEP does not represent or warrant that (i) the Maintenance Equipment or Maintenance Software will meet all or any of Your particular requirements; or (ii) the operation of the Maintenance Equipment or Maintenance Software will be error-free or uninterrupted. Customer's sole and exclusive remedy and AEP's entire obligation

hereunder shall be to repair or replace the defective Maintenance Equipment or Maintenance Software.

13. SECURITY AND RISK OF LOSS

It is agreed that the ownership and risk of loss of any Equipment sold under this Agreement shall pass to the Customer upon delivery of the Product to the premises designated by the Customer.

14. LIABILITY EXCLUSIONS AND LIMITATIONS

14.1 With the sole exception of cases of wilful misconduct and gross negligence, in no event shall either party be liable (whether in contract and/or tort, by statute or otherwise) for any indirect, special, punitive consequential or incidental damages (including, without limitation, damages for loss of data, goodwill, profits, investments, use of money or use of facilities interruption in use or availability of data; interruption of other work or impairment of other property), arising out of the performance or non-performance of any agreement covered by the offer and/or these general terms and conditions, services or products, even if advised of the possibility of such damages. Each party disclaims all liability and indemnity obligations for any damages caused by third party hosting providers. The above clause does not apply insofar as it is prohibited by law.

The limitations provided for in this Article shall survive and continue in full force and effect notwithstanding the termination or expiration of the Offer or any part thereof, any lack of consideration, essential purpose or exclusive remedy.

14.2 Payment to the Customer of any reimbursement or damage is conditional on the Customer having previously uninstalled the Software, returned it to AEP, together with all media and any associated Equipment.

14.3 The overall liability of AEP for any and all claims, damages, costs or losses of any kind whatsoever arising jointly or solely out of or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, breach of agreement, tort, misrepresentation or otherwise, shall in no event exceed:

- (a) prior to Acceptance of the System under Article 8 the price paid by the Customer for the Software, Equipment or services that are the subject of the claim;
- (b) otherwise, during the maintenance phase, as set out in Article 11, the price paid for the maintenance of the Software, Equipment or services that are the subject of the claim.

15. MODIFICATIONS

15.1 Any additions and/or modifications to the System and/or the Software shall be agreed in advance between the parties in writing, subject to determination of the relevant price, payment terms and the time required for their execution for the purposes of the delivery term.

15.2 The customer may not make any modifications without having first notified AEP in writing and having obtained express written authorization to do so from AEP.

15.3 The determination of the price of the variants shall be effected by means of an Offer by AEP, as far as possible on an individual basis. This shall be evaluated by the Client within 15 calendar days from the issue. In the event that it is not possible for AEP to determine a price per body, AEP and the Client shall agree on the execution of the work

pertaining to the variant with an assessment of the work in accordance with the new prices or the new Offer. Should this prove impossible or difficult, the variants shall be evaluated on the basis of daily reports, containing the qualification of the personnel employed in their execution.

The amount thus determined will be added to the previously agreed price.

16. FORCE MAJEURE

16.1 AEP shall not be held liable for any failure or delay in the performance of its professional duties resulting from circumstances beyond its control and responsibility. Such circumstances may include acts of any governmental body, war, rebellion, sabotage, embargo, fire, flood or other natural disaster, strike or other labour disturbance, interruption or delay in transportation, unavailability, interruption or delay in telecommunications or third party services, failure of third party software or hardware, or inability to obtain raw materials, supplies or energy used or equipment necessary for the provision of the Services.

Force majeure events must be reported to the client as they arise in order to grant an extension of time for the execution of the work and any additional costs resulting from them.

16.2 In the event that the interruptions referred to in Article 16.1 occur, AEP shall be obliged to:

- (a) give written notification to the customer, providing him/her with a brief description of the contingent and/or remote causes;
- (b) remove as quickly as possible the contingent and/or remote causes that may have led to the disruption of the work;
- (c) assessing and implementing appropriate measures and procedures to minimise the impact of disruptions on contractual time as indicated in the Work Programmes.

16.3 The Customer or AEP may order the partial or total suspension of the works. In such event, the Client shall pay AEP all charges resulting from the ordered suspension, in addition to the postponement of the final deadline. If the suspension of the works ordered by the Client or AEP lasts longer than 60 calendar days, AEP shall be entitled to declare the termination of the agreement as of right, and the Client shall acknowledge to AEP all costs, charges and loss of income resulting from the suspension.

17. EXCLUSION OF WITHDRAWAL

17.1 Any right of withdrawal from this Agreement by the Customer is expressly excluded.

18. ADDITIONAL COMMUNICATIONS AND AGREEMENTS

18.1 No amendment may be made to the Agreement and/or its amendments except by an act signed by the parties expressly referring to the superseded or amended rules.

18.2 The Parties undertake to keep strictly confidential the existence and contents of this Agreement, its Annexes as well as any other act or document examined to date or to be examined in the future in connection with this Agreement.

19. CODE OF CONDUCT

19.1 The client shall not act in any way that could be considered detrimental to AEP's business or reputation.

- 19.2 The Customer declares, warrants and agrees that he, his affiliates and all contractors acting on his behalf:
- (a) comply with all applicable anti-bribery, anti-money laundering, anti-corruption and other laws, including the US Foreign Corrupt Practices Act, the UK Bribery Act or any other EU, Italian and other anti-corruption laws applicable to AEP's or the Client's business operations;
 - (b) have not offered or accepted, and will not offer, promise, give or accept, authorise the payment of anything of value, regardless of monetary value (e.g. cash or cash equivalents, services in kind, gifts, travel and entertainment, shares, job offers, etc.), directly or indirectly, to anyone (including in particular a Government Official.), either directly or indirectly, to anyone (including in particular a Government Official) with the intention of inducing him/her to engage in improper or unlawful conduct or to achieve an improper purpose, whether or not the Customer succeeds in his/her purpose;
 - (c) have not made and will not make facilitation payments or 'bribes' to anyone (including in particular a government official) in a position of authority to expedite routine non-discretionary governmental or legal actions (e.g. processing permits, visas and licences, scheduled inspections, customs clearance, etc.);
 - (d) have not and do not intend to offer, promise, give, demand, receive or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing or rewarding the improper performance of any act or decision.
- 19.4 The Customer agrees and undertakes to cooperate in good faith to investigate the extent of any breach of the applicable anti-corruption legislation and the obligations set out in this Article 19.
- 19.5 If AEP finds out that the Customer has committed violations of this Article 19, it will notify the Customer and accordingly require the Customer to promptly take the necessary corrective action and inform the Customer of such action. AEP may also, in its sole discretion, suspend or terminate this Agreement, in whole or in part, with immediate force and effect. The Customer agrees that failure to comply with this Section 19 shall constitute a material and serious breach of this Agreement.

20. COURT OF JURISDICTION

The Court of Florence (Italy) shall have jurisdiction in respect of any dispute arising out of the existence, interpretation, execution, and termination of this Agreement, with the express exclusion of any competing jurisdiction.

21. REFERENCE

For all matters not covered in this Agreement and in addition thereto, express reference is made to the provisions of the Civil Code and current procurement legislation.

Harassing Clauses

Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Customer specifically approves, by separate signature, the following clauses, after having carefully read and understood their content:

- Article 3.6
- Article 5
- Article 6.4, - Article 6.5, Article 6.6, Article 6.7, Article 6.8
- Article 7.6, Article 7.7

- Article 8.3, Article 8.5, Article 8.6
- Article 9
- Article 10
- Article 11.2
- Article 12
- Article 13
- Article 14
- Article 15.2
- Article 16
- Article 17
- Article 19.2 paragraph a), Article 19.6
- Article 20