

## TT Tecnosistemi Spa SB GENERAL CONDITIONS– Rev May 20<sup>th</sup>, 2024

### 1. Field of application and Integration of general conditions

**1.1. Application of general conditions (hereafter: “GC”).** These GC govern each and every contractual relationship between T.T. Tecnosistemi Spa SB (hereafter: “TT”) and the Client, having as its object the supply (regardless of its legal status: sale, lease, gratuitous loan, use, etc.) of any good or set of goods whatsoever (materials, equipment, hardware or software (hereafter: “Products”) owned by either by TT or third parties and/or the provision of activities or services of both TT and third parties (including those of intellectual nature, services on platforms or supplied directly by TT or third parties, and/or works and/or Projects, hereafter: “Services”), through the conclusion of a contract (hereafter: “Contract”). These GC form an integral and substantial part of the Contract and/or Order together with the Attached documents.

**1.2. Hierarchy of the agreements.** These GC cannot be modified and/or integrated by the Client. These CG supersede any previous communication and/or agreement between the parties and prevail over any general and/or specific condition established by the Client. Except as provided in point 1.3 below, the Client's order accepted by TT, along with the relevant technical Attachments and the GC under consideration, shall constitute the sole and exclusive regulatory sources of the contractual relationship between the Parties. In case of conflict between the aforementioned documents, one shall prevail over the other in the order in which they are listed in this paragraph.

The provisions of these GC shall be deemed to have been superseded, modified, or automatically repealed if their content is found to be incompatible with supervening mandatory, legal or regulatory provisions.

**1.3. General Conditions of the Manufacturers of the Products and/or Services. Warranty of the sole Manufacturer and exclusion of any**

**warranty by TT.** The Contract, in the case where the object consists in Products and/or Services provided by third parties (“Vendor and/or Manufacturer”), shall be governed by the Vendor's contractual conditions (other than those applied by said Vendor to *e-commerce* operations or for governing other distribution modes). Vendors' GC, according to the version in force at the time of signing the contract, are published and, in any case, available on each Vendor's web page and are understood as having been fully transcribed herein; the Client, who undertakes to read them carefully before submitting the Order, declares – from this moment onwards – to acknowledge and accept them also pursuant to articles 1341 and 1342 of the Civil Code. More specifically, any third-party Products and/or Services covered by warranty, maintenance, technological updating, etc., shall be managed directly by the Manufacturer/Vendor. The Client expressly waives any form of direct warranty from TT both in relation to the correct functioning of the goods sold and the presence of redhibitory defects and shall rely exclusively on the warranty conditions provided by the Manufacturer/Vendor, acting directly towards the latter based on the terms, methods, conditions, and forms established in the Manufacturer/Vendor's GC.

By no means shall TT be held liable for any inaccuracies and/or non-correspondence of the technical characteristics of said third-party Products and/or Services regarding the Vendors/Manufacturers' communications in such respect. Any commercial or advertising information provided by TT's business structure prior to the conclusion of the contract shall serve exclusively as guidance and support for the Client and shall not supersede or substitute in any way the information on the technical specifications of the Products/Services provided by the Manufacturers/Vendors. As a result, before concluding the Contract, the Client has the specific obligation to evaluate, on his/her own account, the characteristics of the hardware products and/or software applications and/or Services by consulting the relevant Manufacturer/Vendor's technical data sheets.

## 2. Perfection of the Contract – Transfer of ownership and risks.

**2.1 Conclusion of the Contract.** The Client's Order shall imply the express acceptance of these GC, also pursuant to articles 1341-1342 of the Civil Code, and shall be signed by a legal representative or, in any case, by an individual vested in the appropriate authority to bind the Client. In such regard, the Client exempts **TT** from carrying out any verification by virtue of the assignment that any action performed by the Client shall generate in **TT**. Moreover, the signature affixed at the bottom of the Order shall bind the signer, jointly and severally, with the Client indicated in the header, without any time limit, by express derogation from art. 1957 of the Civil Code.

The Contract shall be deemed perfected under the following conditions: *(i)* ten working days have elapsed from receipt of the Client's Order without **TT** having sent notice of Order Rejection to the Client's certified PEC address or email address; *(ii)* at the moment **TT** proceeds to execute the Order; *(iii)* the Order is expressly accepted by **TT**.

**TT** has the right (and not the obligation) to accept the Client's Order based on its own business, technical or organizational needs, as well as in the presence of elements capable of raising concern about the Client's solvency and/or diligence, etc. The Client is not entitled to raise any claim for indemnification, damage compensation or demand of any kind whatsoever in the event the Order is rejected, without prejudice to the Client's right to be refunded of the contract amount, if already paid, with no right to claim further credits.

**2.2 Transfer of ownership and risks.** Unless otherwise agreed upon between the parties, both the right of ownership and the risk related to the Products and /or Services shall be transferred from **TT** to the Client upon conclusion of the Contract, pursuant to article 1326 of the Civil Code.

## 3. – Delivery of the Products/Supply of the Services

**TT** shall deliver the Products and supply the Services - it being understood that every burden,

charge, and expense shall be borne by the Client, who shall also take on the relative risks - at the places and within the terms indicated in the Contract. The Client is not allowed to modify the place or date of delivery, but authorizes however, from now on, partial deliveries and supplies.

**TT** shall be relieved of each and every liability for any delay or failure to perform the obligations under the Contract, as well as for any damage or loss incurred by the Client in case of the occurrence of an event, action, fact, or circumstance not attributable to the former, or any force majeure event pursuant to art. 22 hereunder, that may hinder, in whole or in part, the performance of the Contract.

**4. - Changes to the contract object.** The Client may request that changes be made to the Contract object, said object consisting of Products and /or Services. In turn, **TT**, at its sole discretion, may accept or decline such changes. In this case, through the conclusion of a new Contract, the Parties shall agree upon the updated contract amount and deadlines.

## 5. - Contract duration – tacit renewal – Effects of Contract Termination

**5.1. Duration of contracts having periodic or continuous execution (hereafter: “Long-term Contracts”).** Unless otherwise agreed upon between the Parties, the Contract shall have duration of at least one year starting from the date the first invoice is issued by **TT**. In any case, the sale and / or non-use of the Products under such contracts shall not constitute grounds for cancellation and/or termination.

**5.2. Tacit renewal.** At each expiry, the Contract shall be tacitly renewed for the same period unless terminated by either party. In the latter case, the relevant notice of termination must be sent to the other Party by registered letter w/return receipt or PEC mail at least 60 (sixty) days before the contract end date.

**TT**, at the moment of renewal, shall reserve the right to limit the contract object. The Client may likewise request that new equipment and/or machines be included in the Service. In either case, the Parties, based on the new arrangements in relation to the Service under

the Contract, shall agree in writing upon the decrease or increase in the amount due to **TT**.

### **5.3. Effects of contract termination.**

Without prejudice to the provisions of art. 20.2 below, in the event of termination, regardless of the cause (be it natural expiry or termination due to wilful misconduct or fault of either party, etc.), **TT** shall have the right to cancel any and all data and/or information and/or files and/or content of every kind and nature (broadly referred to hereafter as: "Content") present on the infrastructures used for executing the Contract (whether available to the Client, **TT** or third parties). For such reason, if the Client fails to take steps to save anything referable to him/her before such termination, the same shall not be entitled to raise objections or claims for damage of any kind whatsoever against **TT** (including those linked to the possible loss of one or more Contents).

### **6. Contract amount – solve et repete – changes to the contract amount.**

#### **6.1. Contract amount and fiscal treatment.**

The contract amount/price, net of VAT and/or any other tax burden borne by the Client, shall be applied according to current legislation. The accounting and fiscal treatment related to the Contract shall fall entirely under the Client's responsibility.

**6.2. Prohibition to suspend payment - Solve et repete.** The Client is not entitled, in any way, to suspend the payment of the contract amount. If, instead, the same is entitled to credit rights, or rights related to exception of non-performance or objections, he/she may enforce such rights against **TT** only after having paid the amount due in full, with the right to claim – through an autonomous and subsequent action – the refund of any undue amount, if so applicable.

#### **6.3. Changes to the contract amount – Verification of contract amount updates under penalty of forfeiture and acceptance.**

As regards "Long-term contracts", the contract amount shall be updated annually according to the ISTAT index with no need to submit a request in writing.

In any case, and without prejudice to the application of art. 22, the Client acknowledges

**TT's** right:

**(i)** to apply the same economic adjustment requested to the latter by the Manufacturer/provider of the Product/Service during the course of the Contract. From this moment onwards, the Client agrees to pay the amount corresponding to such adjustment (to be indicated in the invoice) without raising any objection whatsoever.

**(ii)** to change the agreed amount by giving at least 30 (thirty) day's notice in advance by registered letter w/return receipt or PEC email, if, due to unforeseeable circumstances unrelated to both parties, the cost of materials and labour increases or decreases. Outside of the cases under the preceding letter **(i)**, and if such change exceeds 10% (ten) per year, the Client shall have the right to terminate the contract by notifying **TT** thereof by registered mail or PEC email to be sent, under penalty of forfeiture, within 15 days from the notification of the change in the contract amount. Failing this, the change shall be deemed accepted.

In case the Contract foresees a periodic amount plus an adjustment calculated based on the comparison between the actual consumption data and the estimated data, **TT** shall compare such data, and if the actual consumption exceeds the estimated one, **TT** shall recalculate the periodic amount due for the current year increased by a sum equal to the total surplus divided by the number of instalments envisaged in a year, and shall invoice the amount so updated. The Client - from this moment onwards - undertakes to pay said amount according to the agreed modes and conditions.

**6.4. Invoicing.** Unless otherwise agreed upon between the parties, invoices shall be issued upon conclusion of Contract pursuant to art. 1326 of the Civil Code; in the case of Long-term Contracts, invoices shall be issued annually and must be settled in advance.

All the activities and/or services and/or interventions that are not included in the Contract shall be invoiced as "outside of contract" items. The relative invoices shall be issued, without the need for any further confirmation by the Client, within 7 (seven) days

from the date of the delivery documents and / or intervention reports signed by the latter or by one of his/her representatives.

## **7. Payment of the contract amount.**

**7.1 Payment method.** In order to guarantee the traceability of financial flows, unless otherwise agreed upon between the Parties, invoices must be settled within thirty days from their issuance date, through RIBA.

## **8. Consequences of delayed/missed payment: default interest - Suspension of services.**

**8.1. Default interest:** The Client agrees that in case of late payment even of a single invoice, **TT** shall have the right to apply the default interest as provided for by Leg. Decree 231/02, with no need for a formal notice of default.

**8.2. Suspension of Services.** Without prejudice to the right to terminate the Contract pursuant to art. 20, **TT**, in the cases where:

- the Client defaults on a single obligation under these GC;
- **TT** suspects that the service is being used for illicit purposes;
- the judicial and/or administrative authority reports an illicit use and/or notifies a provision for suspension of service, or said service is causing serious damage to **TT**;
- the legitimate owners of computers, network equipment, connections, programs, websites, IP addresses and web domains report to **TT** any abuse or unauthorized use of the services offered;

**TT** shall have the right to suspend, without prior notice, all and / or part of the Services being provided, and restore them if **TT** deems, at its own discretion, that the causes that led to the suspension/interruption have been removed or eliminated, as well as withhold, by way of penalty, the amounts paid by the Client relating for said suspension/interruption periods. Any right for **TT** to claim damage compensation shall remain unaffected. From this moment onwards, the Client waives all and any claims for whatever damage that may arise out of such suspension/interruption of service, and relieves **TT** of any liability in this regard, even if, based on the type of Service, said suspension hinders access to data and/ or causes loss of the same.

## **9. "Technical" changes to the**

## **Product/Service.**

The Client relieves **TT** of all and any liability deriving from any changes and/or technological adjustments made by the Manufacturer/provider of the Products/Services under this Contract or that may be deemed instrumental to ensuring the correct execution of the Contract, and likewise relieves **TT** of any liability whatsoever deriving from disservices (including suspension and/or interruption of service) owing to maintenance and/or updates and/or technological adjustments and / or technical interventions carried out by **TT**, Manufacturers or third parties. **TT** agrees to immediately notify the Client, through any suitable means, of the interruption and/or suspension of the Service attributable to its Supplier/Manufacturer, as well as of any occurrence that makes it impossible/seriously difficult to provide the Service according to the agreed modes, terms, and conditions.

## **10. Evaluation of the Client's demands.**

If the object of the contract merely consists in making available hardware, software, Services supplied by **TT** or third parties, Cloud and/or Cloud resources and does not expressly include a consulting activity, **TT** shall neither be required to verify the compatibility/utility of the Product/Service supplied with the Client's software and/or Client's infrastructure, nor to evaluate the demands of the Client, who, in such respect, shall take on the sole responsibility for his/her own decisions. In this regard, **TT** shall not be held liable for any damage caused by disservices and/or incompatibilities and/or malfunctions and/or service interruptions resulting from the above.

## **11. - Verification of the supplied Services under penalty of forfeiture and acceptance.**

The Services supplied under this Contract shall comply with the technical specifications mutually defined by the Parties. All Services shall be provided during the normal working hours observed by **TT** employees, without any time constraints. The Client is required to verify the service at the moment of delivery. In the absence of complaints (to be reported, if the case may be, to **TT** under penalty of forfeiture

no later than 7 (seven) days from delivery of the Product/Project/Consultancy or Service, the service shall be deemed accepted with no reservations whatsoever.

**12. Right for TT to Subcontract.** The Client authorizes **TT** to subcontract out to third parties all or part of the activities under the Contract, including - among other things - assistance, maintenance and / or analysis.

The Client, from this moment onwards, agrees that any certifications of conformity required by the regulations in force from time to time shall be issued by the Party to whom the service - for which said certification is required - is subcontracted, and exempts **TT** from any liability in relation to the issuance and content of said certifications.

**13. Personnel and Security.** For the purposes of the Contract, **TT** shall avail itself of personnel having technical-specialist competencies suitable for the contract object, and apply, in such respect, regulatory, remunerative, contributory, and social security conditions in line with those established by the national collective labour agreements. Furthermore, **TT** shall abide by the current regulations on workplace security and accident prevention as required by Leg. Decree 81/2008 and subsequent amendments.

**14. - Prohibition of transfer of contract and credit.**

The Client is not allowed to transfer or release to third parties, in whole or in part, neither the Contract nor the credit (even partial) without the prior written authorization of **TT**.

**15. Client's obligations.**

**15.1 Client's safekeeping obligation.** If, during the execution of the Contract, **TT** is required to deliver and /or install "Proprietary Systems" at the Client's premises, said Systems consisting of hardware and/or software and/or Platforms granted for use, loan and/or lease, the Client shall exercise due diligence in safekeeping the goods placed under his/her custody, taking on the ensuing civil and criminal obligations and liabilities (pursuant to articles 1804-1809, 1768, 1770 of the Civil Code, etc.). Therefore, by way of example, the Client shall neither be entitled to

claim any ownership rights over such "Proprietary Systems" nor to sub-lease them, put them in pawn, or allow them to be seized, and, in case they become the object of claims and/or foreclosures, the Client shall immediately notify **TT** thereof in writing. The Client shall also undertake to have any maintenance interventions on the same carried out at authorized centers and to refund all the expenses incurred by **TT** due to the non-observance of the relevant use and maintenance regulations. The Client also undertakes to pay the agreed amount in due time until the Systems are returned. It should be noted that such amount cannot be suspended or unilaterally reduced by the Client under any circumstances. If the Contract implies operating said, "Proprietary Systems", this service shall not be provided, with no liability for **TT**, in the event that said systems are found to be incompatible with the Client's infrastructure, or switched off or, in any way, out of order. **TT** shall not incur any liability for damages (direct or indirect) arising out of and/or connected, in any case, to the use of said "Proprietary Systems".

The Client undertakes to return the "Proprietary Systems" at the end of the Contract at **TT's** premises in the same conditions they were at the moment of delivery, apart from normal wear and tear. In case of delay in returning said systems, the Client shall be obliged to pay, for each month or part thereof, a penalty equal to twice the agreed monthly amount. In addition, the Client undertakes to insure said "Proprietary Systems" against theft and damage.

In case of theft or damage to the above-mentioned systems, the Client shall be obliged to pay the amount due until he/she notifies **TT** of such incident and send a copy of the relative criminal report with a stamp certifying the filing of the same. If the Client fails to provide for adequate insurance coverage or in all cases where such coverage is not in force and **TT** is not properly indemnified for the ensuing damages, the latter shall charge the Client an amount equal to the value attributed to said goods at the beginning of the contract decreased by 10%.

**15.2 Prohibition to entice TT's employees and/or collaborators.** The Client undertakes not to establish any form of collaboration and/or partnership with employees, former employees and/or collaborators and/or former collaborators of TT, regardless of whether an employer-employee relationship exists or not, without the prior written consent of TT. If the Client defaults on the above obligation, the same, without prejudice to compensation for greater damage, shall pay TT a penalty equal to twelve months of the last salary paid by TT to the employee, or, otherwise, a penalty calculated as follows:

(TOTAL COMPENSATION PAID BY TT TO THE COLLABORATOR/NUMBER OF DAYS OF COLLABORATION) X 365 days.

**15.3. Ban on competition.** The Client undertakes not to offer and /or not to lend directly to other TT Clients, the products, services, activities and /or the object of Contracts governed by these GC for a minimum period of 12 (twelve) months after termination of the latest Contract. In addition, the Client agrees not to undertake with other TT clients or third parties any obligation that may conflict with Contracts governed by these GC or delay their execution.

**15.4. Client's obligations concerning disclosure of data and Content.**

The Client undertakes, also pursuant to art. 1381 of the Civil Code, to refrain from entering, and likewise, to forbid his/her collaborators or third parties from entering, into the IT Systems, any Content and/or other type of material that is or may be deemed contrary to mandatory rules, public order and/or common decency.

The Client retains exclusive ownership of such content and is the sole responsible for the disclosure and management of data entered into the portal and/or his/her Systems and/or platforms used by the same. As a matter of fact, TT never checks, controls or accesses the contents and information of whatever nature stored by the Client or by Third Parties on any Platform, system and infrastructure made available and used by the Client and/or any Third Party for the exploitation of the agreed Service, since TT is subject neither to a general

obligation to monitor the information transmitted or stored on the Platform, nor to a general obligation to investigate on facts that give rise to the suspicion that illegal activities are underway. In any case, TT shall promptly notify the competent Authorities of any alleged illegal activities and/or information it may become aware of, including information entered unlawfully into the portal and/or into the Systems and/or into the platforms used by the Service recipient.

With regards to the above, the Client acknowledges his/her exclusive responsibility towards TT and undertakes to keep it harmless from any claim and/or sanction whatsoever - either in civil, criminal and/or administrative proceedings - for damage compensation and related charges connected, in any way, to the Client's breach of the obligations concerning the disclosure of data and Content.

**15.5 Client's obligations concerning access credentials.** The Client, having been entrusted with access credentials, is required to use the utmost diligence and confidentiality in keeping safe and secure any codes, even temporary ones (by way of example: users' passwords, access codes to local and/or remote systems, etc.) that may be provided by TT or by third parties for accessing and/or activating the Service, being fully aware that any third party can freely use the Service and/or even unlawfully access the content using said credentials.

In the case of licence activation or following any other access to the IT Systems used for executing the Services/Activities under the contract, the Client undertakes, at his/her sole responsibility, to immediately change the password and/or access codes. In any case, regardless of the Manufacturer's provisions, TT shall never take on the role of IT service administrator in its interaction with the Client.

The Client undertakes to promptly notify TT via PEC certified email of any loss, misappropriation, or theft of the aforementioned access codes, and shall request the latter to block and replace the services in question, it being understood that all related costs (including

those for any data recovery) shall be borne by the Client. In any case, the Client shall be held liable for any damage or inconvenience occurring to him/herself, to TT or to any third party arising out of the non-observance of said obligation to keep safe and replace passwords and/or access codes.

**15.6. Client's reporting obligations.** The Clients shall promptly report in writing:

- any interruption, either total or partial, of the services provided by TT and/or third party suppliers;
- any change to his/her own personal and/or tax data and addresses so as to ensure the proper and timely delivery of the service;
- any change to his/her own infrastructure.

Also, in order to enable the swift and correct execution of the contractual service undertaken by TT, the Client agrees to provide all the specifications and information requested by the latter, while taking on each and every liability resulting from failure to report the above circumstances and/or the inaccuracy and/or non-compliance of said communications.

**15.7. Prohibition to carry out anomalous activities.** The Client shall be held liable for any anomalous activity of an IT and/or telematic nature performed in whatever IT environment used by and attributable to the same (the sending of spam, phishing messages, attempted attacks or more generally, any other behaviour that may jeopardize third-party services and/or the performance of the infrastructure and/or the Services made available and /or provided by TT).

The Client undertakes, also pursuant to art. 1381, to impose on its employees, collaborators, users, clients or any third parties that use the Service and/or Product under the Contract, strict compliance with the Client's obligations under these GC. In any case, the Client shall be held liable for any damage, direct and indirect, resulting from any default on the aforementioned obligations and as such, undertakes to indemnify, defend, hold harmless and relieve TT from any action, demand and/or claim brought forward by anyone against the latter deriving from or otherwise related to such default.

**15.8. Adoption of workplace safety measures.**

In case the contractual services at issue are to be performed at the Client's premises or, in any case, at the places/construction sites available to the Client, the latter shall undertake to **(i)** put in place all general workplace health protection and safety measures and observe all the necessary precautions given the occurrence of multiple operating processes; **(ii)** assess the risks to the health and safety of TT's employees/collaborators; take steps to eliminate such risks and, where this is not possible, reduce them to a minimum based on the knowledge acquired and technical progress; **(iii)** appoint a safety coordinator and have the safety and coordination plan (SCP) drawn up along with the Single Risk Assessment Document (Duvri) and the Operational Safety Plan (OSP); **(iv)** provide full details on the specific risks existing in the environment where the contractual services are being performed.

The Client undertakes to indemnify TT against any damage (direct and/or indirect), action and/or claim and/or sanction and/or demand for compensation raised by any third party (including TT's employees and/or subcontractors and/or collaborators in charge of performing the services under the Contract) deriving from and/or in any case connected with the Client's default on even just one of the above obligations.

**15.9 TT's rights in case of breach of the above obligations.**

In case of breach or alleged breach of even just one of the obligations indicated in article 15, TT reserves the right to suspend and / or terminate the contract, as well as to withhold, as a penalty, the amounts paid by the Client except for compensation for greater damage. The Client acknowledges and agrees that he /she shall have nothing to claim from TT by way of reimbursement, indemnity or damage compensation for any measure deemed appropriate and adopted by the latter in relation to the above breach.

**16. Client's prerequisites and declarations - Consequences of lack of Prerequisites and/or authenticity of the declarations**

### 16.1. Client's Prerequisites and Declarations.

Specific prerequisites may be requested from the Client according to the Contract and/or the Technical Attachments. In any case, unless otherwise agreed, the Client declares:

- that the conclusion of the Contract involving the execution of one or more Services on its infrastructure, shall automatically authorize **TT** and/or third parties appointed by the same to perform such interventions;

and undertakes:

- to make available and set up, at his/her own expense, premises, equipment, systems, connectivity, hardware, software, licenses and anything else necessary for using the Service, making sure they are compliant with current legislation and capable of meeting the his/her own needs;

- to make sure all IT systems, archives, web environments, platforms, networks and IP addresses, computers, network equipment, connections, programs and anything else (hereinafter "IT Systems") object of the Activities/Services under the Contract, are protected with all the necessary rights for executing the Activities/Services (which may also include testing, Security Auditing, identification, recovery and/or saving of any data and/or information relating to the Client and available online and/or on the Web/Deep Web, etc.), and obtain all the necessary authorizations for performing the Activities/Services commissioned to **TT**, regardless of whether said IT Systems are **(i)** physically located at the Client's premises or hosted on a server, an in-house server or a third-party cloud **(ii)** owned by the Customer or are leased/ licensed for use;

- to make sure that any material, content, operating system or third-party software loaded on Equipment and/or Platforms and/or in the Cloud, referable in any case to the Client, is in the legitimate and complete availability of the same, compliant with the user licenses and not infringing on any copyright, trademark, patent or other Supplier and/or third party intellectual and/or industrial property right, and also agrees - as of now - to hold **TT** harmless from: any ensuing damage, cost, burden and sanction that

the holders of the rights over the operating systems, licenses and software used by the Client may intend to apply for any breach of intellectual property and/or industrial rights; from any amount **TT** may have incurred as an administrative, criminal sanction and /or compensation towards whomever;

- to make sure his/her entire infrastructure is such as not to cause disturbances and/or hindrances to the Service and/or any damage to the equipment and software made available by **TT** and, if required for the type of Service concerned, to make sure **TT** can easily access such equipment remotely through said infrastructure, with the Client's express authorization;

- to adopt all security measures aimed at: protecting any installed equipment, preventing potential cyber attacks or intrusions to inadequately protected equipment and ruling out any malfunctions or unavailability of the service resulting from errors, bugs or inefficiencies or disservices of the management software or virtual data centers;

- to put in place adequate security measures such that access to data, whether remotely or on-site, shall not compromise the integrity and/or accessibility of the same; in this respect, the Client undertakes, as of now, to securely store at his/her own care and expense his/her data and/or information and/or content entered and/or processed wherever they are located (at the Client's premises or elsewhere and/or in the cloud). Any accidental loss and/or destruction of data and/or unauthorized unintentional access that may occur during the execution of any Activity and/or Service by **TT** and/or third parties appointed by the latter, shall be the exclusive responsibility of the Client who - as of now - waives any claim for compensation against **TT** and undertakes to hold the latter completely harmless from any ensuing prejudicial consequence (including requests for compensation or sanctions raised by whomever, etc.);

- to have adopted all suitable protection tools to prevent illicit data processing and unauthorized access to data and/or computer programs, as



well as all the necessary procedures for securely storing backup copies in the case of data recovery, if need be, including encryption techniques or identification codes for data processing and any other precaution envisaged and/or required by the *pro tempore* legislation in force on the processing of personal data and by the relevant minimum security requirements. In any case, the Client shall promptly notify **TT** of the detection of any unauthorized use of the Service and/or any breach of security and/or personal data;

- to stipulate a valid and effective maintenance contract with the manufacturer of any rented hardware/software;

- to be the sole and exclusive person responsible for any activity carried out by the same on his/her own network and/or infrastructure and/or application, including the observance of the instructions imparted remotely by **TT** or by any third party appointed by the same;

- to possess all the technical knowledge necessary to ensure the correct use of the Service, the Products and/or the Platform and/or the Content entered therein and to accept the risk relating to the conformity of their operation with respect to both his/her own needs and expectations and those of his/her clients;

- to possess all the authorizations required to perform his/her activity, to have verified the existence and compliance of all the legal conditions for using the service, to be duly authorized by the entitled persons to use the devices, equipment and applications and process the data stored in its infrastructure and/or IT systems;

- to use the Service under the Contract exclusively for lawful purposes according to legal provisions applicable from time to time, without performing, or asking **TT** employees or appointed third parties, to perform any activity that may infringe the current regulations;

- to hold full ownership of the IP addresses and/or domain names recipients of periodic checks and to undertake to promptly communicate any change in the attribution of the aforementioned IP addresses/domain names; in

the absence of such communication, the data and information initially provided shall hold true;

- to expressly authorize – with the awareness referred to in articles. 17.2 and 18.2 below – with regards to testing, Security Audit, identification, recovery and/or storage activities of any data and/or information referable to the Client and available online and/or on the Web and/or Deep Web, etc., **TT** and/or any third parties appointed by the same, also pursuant to art. 1381 of the Civil Code, to perform such Activities/Services. Having said this, the Client gives his/her full and unconditional consent to perform said Activities/Services on the IT Systems under the Contract, even if the same envisages Activities/Services not expressly authorized by the owners and/or by those who have the availability (including the Client's employees and/or collaborators) of said IT Systems and the data and/or Content stored therein.

**16.2. Consequences of the lack of Prerequisites and/or authenticity of declarations.** The Client declares to be well aware of the fact that **TT** and/or its collaborators and/or representatives shall not be held liable, in any way, for damage of whatever nature, whether material or non-material, direct or indirect, possibly incurred by the Client and/or by third parties, attributable to the lack of the prerequisites described in art. 16.1 and/or to discrepancies, untruthfulness, inaccuracies and/or breaches of the declarations referred to in the above clause. As a result, the Client releases **TT** from any civil and/or criminal liability and undertakes to indemnify and hold the same harmless, even in the event of interventions by the Judicial Authorities, from any and all demands, criminal/civil/administrative sanctions and/or damage claims of any nature and type, raised by whomever, for whatever reason and in any capacity, including any third party owners of data and/or Content, related to the performance of the Activities/Services under the Contract.

**17. TT's rights and obligations concerning Contract performance – Obligation of means - Limitation of liability for TT.**

**17.1 TT's rights and obligations concerning Contract performance.** **TT** undertakes to

perform the service under the Contract with due diligence and in compliance with the agreed Service levels, it being understood, in any case, that if the Manufacturer of the Service and/or the Product under this contract discontinues or modifies said Services and/or Products, **TT**, at its sole discretion, may either provide the Client, as far as possible, with a service that is equivalent and/or similar to that specified in this Contract, or terminate the Contract altogether as per art. 20.2 below.

**TT** shall perform its services with the collaboration of individuals having adequate technical/professional preparation and experience and shall also provide the necessary means to enable the correct and timely fulfillment of its obligations.

The Client acknowledges and agrees that in case the Service/Product/Intervention under this Contract is provided/supplied by **TT** jointly with any third party not appointed by the same, in no way shall **TT** be held liable for the service rendered by said third parties.

**17.2. Obligation of means.** The Client acknowledges that the Activities, interventions and/or Services performed under the Contract entail a high risk with regard to the integrity of the Client's IT Systems, including data and/or content entered and/or processed through said IT Systems. In such respect, the Client accepts, from this moment onwards, to take responsibility for all such risks associated with the aforementioned Activities, Interventions, Products and/or Services and also acknowledges and agrees that said Activities, Interventions, Products and/or Services under the Contract constitute an obligation of means and not of result; more specifically, **TT** does not promise a result to the Client, but undertakes exclusively to perform the sole service that constitutes the object of the Contract. Hence, failure to achieve any other result and/or purpose - even if in line with the Client's expectations but not expressly specified in the Contract - shall not constitute a source of liability for **TT** in any way. By way of example, but not exhaustive, **TT** shall not be held liable for any cyber attacks and/or any other malfunction

incurring to the Client's IT Systems following the supply of the Products (including antivirus or similar software) by **TT** and/or or the performance of the Services (including consultancy, testing, Security Audit, Cybernet Security, identification, recovery and/or saving of data, etc., if applicable). Likewise, the Client shall not be entitled to raise any claims and/or actions against **TT** for any reason and/or in any capacity in the event that the Services/Products under the Contract - although intended for active prevention and/or consist in Projects aimed at securing business assets and/or data integrity, and/or have the purpose of monitoring risks, etc. - fail to prevent and/or protect the Client's IT Systems from breaches and/or cyber attacks, given that IT security is a constantly evolving concept for reasons of both structural and contingent nature

### **17.3. Limitation of liability for TT.**

Without prejudice to mandatory law provisions and notwithstanding the cases specifically governed by these GC, contractual, non-contractual liability and/or any other type of liability (none excluded or excepted) of **TT** and/or its collaborators and/or appointees, shall be as described hereunder: **(i)** excluded, except for damages resulting directly from actions, omissions or conduct carried out with wilful misconduct or gross negligence or in breach of public order regulations; **(ii)** excluded, in relation to all indirect damages (i.e. deriving from or connected to the harmful event or originating from facts, acts or activities directly attributable to Subcontractors), consequential or punitive; in relation to loss of profit, revenue, business or opportunities, orders or clients, goodwill, data; in relation to damages of moral or commercial nature, etc.; **(iii)** without prejudice to the provisions under letters **(i)** and **(ii)** and, in any case where **TT** may be held liable for any non-fulfillment, such liability shall not exceed a maximum amount equal to:

- 2% (two percent) of the total amount already paid by the Client, in the case of a Contract with immediate execution;
- 2% (two percent) of the amount calculated according to the following formula (TOTAL

CONTRACT AMOUNT / DAYS OF CONTRACT DURATION ), in the case of a long-term contract.

Such compensation, without prejudice to **TT's** right to receive conventional compensation, shall be paid to the Client by way of credit on subsequent supplies or fees. Upon expiry of the contract, any remaining credits shall be reimbursed at the moment of the next supply. In any case, only Clients who are up to date with all payments owed to **TT** for whatever reason shall be entitled to said compensation.

Without prejudice to the provisions of art. 17, by no means shall **TT** be held liable either in the cases referred to in articles. 8.2., 15, 17.2, 18, 22 etc., or in the cases where the delay in the supply and/or the Services and/or the Activities, and/or the deterioration or interruption of the same depend on:

- the Client's infrastructure and/or IT Systems, and/or acts or omissions committed by the latter, his/her employees and/or collaborators and/or clients and/or utility suppliers, or the Client's failure to comply with the technical instructions provided by **TT**. In the cases where **TT** has to restore the Service which was suspended owing to the Client's fault (default, relocation, etc.), the Client shall bear the costs and expenses deriving from the disconnection and reactivation of the Service in question.
- the Client denies access, even remotely, to his/her own network and/or IT Systems, it being understood that such access is necessary for providing the Service
- events of force majeure pursuant to art. 22 below;
- the Client lacks or, in any case, loses the Prerequisites required by this contract - among other things - under the preceding art. 16 and/or the declarations made by the Client in such respect are untrue and/or are incomplete and /or inaccurate.

Moreover, in no case shall **TT** be held liable for any fraudulent or illegal use of the Service by the Client or by any of his/her users/third parties. Likewise, **TT** shall not be held liable for "consultancy" and/or any activities that are not covered by the Contract and carried out at the Client's request by his/her employees and/or appointees.

Also, **TT** shall not be held liable and as such, not obliged to compensate any damage (material and/or not material, direct and/or indirect both as emerging damage or loss of profit) incurred by the Client and/or by third parties owing to:

- use and/or failure to use the software developed by **TT**;
- non-use, delay, interruption, degradation and/or malfunction of Services, Platforms, servers or whatever else made available by **TT** for the provision of the Service;
- loss of data, since **TT** cannot guarantee the inviolability of the Client's IT system, and/ or that of the Technological platforms, networks, etc. used for providing the Service.
- Interventions /Activities provided by **TT** that turn out to be inconclusive and /or unable to meet the Client's expectations.

#### **18. Limitation of liability for TT concerning specific contract types.**

**18.1. Limitation of liability for TT concerning hardware/software service and maintenance contracts.** Without prejudice to the provisions under the preceding articles 1 and 17, **TT** has the sole obligation to comply with the SLAs envisaged in the contract as regards taking charge of the call; as per the opening of a ticket, troubleshooting shall not be guaranteed if the procurement of spare parts and recovery interventions and/or supplies from third parties is required. Furthermore, **TT** guarantees the functionality and maintenance of the serviced devices but not their ability to satisfy the Client's specific operational needs. No other guarantee is provided or implicit. The Service may be supplied either remotely or *on-site* according to the contract provisions, at fixed intervals and/or at the Client's request (ticket).

Assistance and Maintenance Services are subject to the following conditions:

**a)** the Client duly complies with all the conditions of use imparted by the Manufacturer and/or **TT**, both with regard to the technical characteristics of the installation (environment, temperatures, electrical system, etc.), and the use of the equipment (times, methods, materials, etc.), consumables and accessories.

**(b)** the Client's IT Systems undergoing maintenance are not (in whole or in part) transferred to a location other than the place where they were located at the time the Contract was concluded.

**(c)** no changes are made by the Client to his/her IT Systems, software and/or products being serviced or the same do not undergo any technical interventions unless specifically approved by the Manufacturer and/or **TT**.

A separate invoice shall be issued for:

**(i)** interventions not covered by the maintenance/assistance service as provided for above.

**(ii)** requests for interventions aimed at eliminating malfunctions caused by:

- activities not expressly authorized by **TT** and/or tampering;

- force majeure or total / partial interruption of access services or discontinued connection or faulty operation of software or services provided by third parties.

**18.2. Limitations of liability for TT concerning Cyber Security Services, testing, Security Audit, identification, recovery and/or saving of any data and/or information and/or Content relating to the Client and available online and/or on the Web and/or Deep Web, etc.** Without prejudice to the provisions under the preceding articles 16 and 17, the Client acknowledges and expressly accepts the risk that these specific services, despite the due diligence that will be used, may hinder total or partial access to the Internet, the WEB world and/or IT Systems, and/or modify their performance and/or cause the loss of data and/or Content and/or may be subjected to cyber attacks, etc. The Client declares to accept the risk of possible loss and/or accidental

destruction of data and/or involuntary access and/or unauthorized access by third parties and/or blocks, crashes or reboots that may occur to the system during the execution of any activity and/or service by **TT** and/or third parties. In this respect - as of now - the Client releases **TT** from any liability whatsoever and waives any claim for compensation against the same, and agrees to indemnify and hold **TT** fully harmless against any prejudicial consequence (whether it be a damage claim and/or an administrative and/or criminal sanction) that the latter may suffer as a consequence; the Client also undertakes to cooperate with **TT** by keeping his/her own IT Systems efficient - and if required - accessible, and restore the same completely in the event of failure and/or suspension of supplies.

#### **19. Protection of intellectual property**

Provided that "**Pre-existing materials**" are understood as being any material, element, result, methodology application, know-how, process, knowledge, project, software, semi-finished software, source code (regardless of whether they are material or immaterial, or embedded or not in a document or in a hardware support and/or in a software available or not in cloud or shared mode also via the network), owned or controlled by **TT** or third parties (including any *Open Source Software* used by **TT** for executing the Activities/Projects), or developed by **TT** itself or by third parties on its behalf outside the Contract.

The Client acknowledges and agrees that the application solution and /or Project under the Contract and developed by **TT** shall be realized on the basis of pre-existing Materials, which are and shall remain the property of **TT** or of the respective entitled persons. Likewise, all industrial and intellectual property rights related to a solution, service and /or project are and shall remain the property of **TT** and shall not be transferred to the Client under any circumstances.

**TT** grants the Client an unlimited, free, non-exclusive, perpetual and irrevocable user licence (valid worldwide) for the application solution and/or project of pre-existing Materials owned by

TT, or in any case, legitimately licensed to the same by the respective holder, with the right for TT to licence them in turn to its assignees (based on the terms and conditions of the applicable licences), used for realizing the Project and /or Service under the Contract.

In any case, unless otherwise agreed upon between the Parties, the Client undertakes not to copy, sub-licence, lease, sell, de-compile, distribute, reverse-engineer, disassemble, attempt to obtain the source code, modify or translate, decode or create works and/or derivative works, and not to perform any illicit or fraudulent action or any action whatsoever that may exceed the scope of the user licence acquired, on the software programmes connected even indirectly with the Service, without the prior written consent of TT.

As regards software products and/or components (including any *Open Source Software*) owned by the Client or by third parties, to be used for the purpose of performing the Contract, the Client declares and assures TT that he/she is fully entitled to grant rights of use of said software products and components and holds TT harmless from any action and/or claim brought against the latter by whomever as a result of the exploitation and/or use of such software products and /or components. In case of ascertained breach of third-party rights, the Client shall hold TT harmless from any prejudicial consequence and may acquire, at his/her sole discretion and expense, the right to continue using the above products or modify/replace them with others having equal performance.

The Client acknowledges and agrees that, during the execution of the Contract, TT may use Open Source or third-party software legitimately used by TT, for which the Client undertakes to find the referral link and to carefully read the terms and conditions that govern the respective user license, and – from this moment onwards – also pursuant to art. 1341 and 1342 of the Civil Code, agrees to comply with the user licences terms and conditions. In any case, TT shall not be held liable for any third-party claims in relation to

Open-Source software included in the software owned by TT, and, in such respect, the Client undertakes to manage his / her own relationship directly with third parties raising claims over said software. Furthermore, TT shall not be held liable for any breach of intellectual property related to the Products/Services developed/supplied by third parties even if the latter are appointed by TT itself.

The Client undertakes not to develop on behalf of other individuals and / or not to commercialize on his/her own account any projects and/or services and / or works developed exclusively by or on behalf of TT or based, in any case, on TT's projects and / or ideas.

Unless otherwise agreed upon between the parties, all rights related to industrial and/or intellectual property and/or economic exploitation related to drawings, intellectual works, projects, intellectual creations, software procedures and any other material and documentation created, invented, prepared or developed by TT or its employees and/or collaborators within the scope and during the execution of the Contract are and shall remain the exclusive property of TT and/or its assignors, without prejudice to the Client's right to use them according to the terms and conditions foreseen by law and these GC. The Client acknowledges and agrees that the stipulation of the contract shall not constitute the sale or transfer of any title or property right related to the software, upgrades, documentation, or any other application/programme connected, even indirectly, to the use of the Service.

## **20. Express termination clause – Effects of Contract termination.**

**20.1 Express termination clause.** Without prejudice to the right to full compensation for damages, TT may terminate the contract pursuant to art. 1456 of the Civil Code by written communication via PEC certified e-mail sent to the address indicated in the Contract, both in the cases provided for by the following articles 24 and 25 and in the cases where the Client:

- omits or delays payment of an invoice;

- is declared bankrupt or has pending insolvency proceedings, or his/her business is being liquidated, even on a voluntarily basis;
- transfers the Contract, in whole or in part, without **TT's** prior written authorization;
- performs, while using the Service, any illegal, fraudulent activity and / or activities that do not abide by the current regulations; fails to act with due diligence when using, maintaining and / or storing the leased systems and / or makes changes to the system; fails to use the Service according to the characteristics and modes indicated in the Contract; breaches even one of the obligations set forth in the foregoing articles 16, 17, 19, 24 and subsequent art. 25;
- is registered with the list of protests, declared insolvent, and qualifies for or is subjected to a bankruptcy procedure.

Without prejudice to the foregoing, in the case of a serious and persistent breach committed by the Client, **TT** shall notify the same thereof requesting that the breach be remedied within 15 days. If the term elapses without the Client having implemented the remedies indicated, **TT** may terminate the contract pursuant to art. 1454 cc, with written notice.

**20.2. Effects of Contract termination.** With effect from the date of termination, said termination having occurred owing to the cases above, the Service shall be deactivated and **TT**, without prejudice to compensation for greater damage, shall have the right to charge the Client the amount due up to that point increased both by the loss of profit and the total amount of the investments and/or expenses incurred or undertaken by **TT** as part of its commitment to execute the Contract until its natural or extended expiration date. In addition, the Client shall be obliged to immediately free up the space occupied on the Servers made available by **TT**, return all Products/Goods and IT infrastructure (hardware, software) hired/granted to the Client on a free loan basis at the moment of signing the contract. If, at the date of termination, regardless of the reason, the Client has not yet performed the actions above, besides charging the same with a penalty equal to twice the cost of the Service, **TT**, without any further notice,

shall have the right to proceed with the cancellation of all data and/or information and/or Content, referable and/or belonging to the Client, entered into and/or processed through **TT's** IT Systems and/or Platforms, with the exception of any liability whatsoever for **TT** following said cancellation.

No damage claims shall be raised against **TT** by the Client or any third parties pursuant to the provision under this clause.

Without prejudice to the foregoing, in each case of termination, the Client, without prejudice to any compensation for greater damages, shall be obliged to pay any outstanding/due amounts, including default interest and any further expenses or sums owed to **TT** for whatever reason.

#### **21. Right of withdrawal for TT**

Without prejudice to the provisions of art. 22, **TT** shall exercise the right of withdrawal with immediate effect in the cases where the Client:

- gives rise to or is the subject of merger, transformation or demerger processes, or any other type of corporate reorganization that may adversely affect the provision of the Services or the Client's ability to fulfill his/her contractual obligations in a timely manner.

Except as provided above, neither party is entitled with the right of withdrawal.

#### **22. Force Majeure.**

Neither Party shall be held liable for any delay or breach due to force majeure events. More specifically, **TT** shall not be hold liable in any way if its contractual obligations become impossible to fulfill or are delayed as a result of: Health emergency, war, fire, explosion, natural phenomena, epidemics, pandemics, or other disasters outside the control of either party, occurring due to circumstances not attributable to their fault or omission ("Force Majeure Events"). Likewise, **TT** shall not be held liable for any delay in performance resulting from (i) any national and/or local "Lockdowns" connected to the health emergency for the entire duration of the same, or in the case that the employees in charge of executing the Service/contractual commitment (or 20% of them) test positive for COVID or other epidemic viruses. For the sake

of clarity, "lockdown" is understood as being any confinement, blockade or containment measure introduced by means of regulatory and/or administrative provisions at national and/or local level by the competent Authorities and Institutions imposing restrictions on the free movement of people and goods for reasons connected with the epidemiological emergency; **(ii)** difficulty in procuring the Products and/or delay on the part of TT Suppliers in delivering the Products under the Contract and/or in providing the services required for executing the Contract, due to health emergencies, war, fire, explosion, natural phenomena, epidemics, pandemics or other disasters.

In the event that TT's contractual performance is suspended and/or delayed owing to the aforementioned causes or, in any case, to reasons not attributable to TT, the latter shall be entitled to an additional deadline for the delivery of the Products and/or for the completion of projects corresponding to the days of suspension or, in any case, to a fair extent such as to enable contract fulfillment, except in the case where TT, at its sole discretion, chooses to withdraw from the Contract; in this case the provisions of art. 20.2. shall apply.

**23. Parties' address for service – Official language- Italian jurisdiction applicable law and Exclusive competent court.**

The Parties decide to elect their address for service at the addresses indicated in the Contract.

The official language of these GC is Italian. In case of discrepancies with the translation of these GC in any other language, the Italian version shall prevail.

The parties acknowledge that the Italian law shall apply to both these GC and the contract governed by the same.

The courts of Italy have jurisdiction over any dispute that may arise regarding the interpretation and / or execution and / or termination of the contractual relationship, and the Court of Prato shall be exclusively competent in such regard, with express waiver of any other place of jurisdiction provided for by law.

**24. Code of Ethics - Compliance with Leg. Decree No. 231/2001 – Express termination clause in case of breach of the obligations established by Leg. Decree 231/2001 and/or by TT Code of Ethics.**

**24.1. Code of Ethics.** By signing these general conditions, the Client undertakes to execute the Contract in a timely manner, strictly abiding by the principles set out in the Code of Ethics adopted by TT and available at the following website:

<https://www.tecnosistemi.com/stakeholder-relations>. The Client declares and assures TT that he/she has read and understood said Code of Ethics.

**24.2. Compliance with Leg. Decree No. 231/2001.** The Code of Ethics has the aim of preventing the commission of the crimes referred to in the foregoing Decree 231/2001.

The Client declares and ensures, pursuant to and for the purposes of art. 1381 of the Civil Code, that, during the performance of the Contract **(i)** those who hold representation, administration or management functions within their own company or one of their organizational units, **(ii)** those who exercise, even *de facto*, the management and control of their own company as well as **(iii)** those subject to the management and supervision of any of the above and **(iv)** any external collaborators, shall scrupulously abide by the principles and rules of conduct contained in TT's Code of Ethics and refrain from engaging in behaviours that could lead to a breach of any Code provisions or give rise to TT's liability pursuant to Leg. Decree 231/2001. The Client declares and guarantees that he/she has never committed any of the unlawful activities set out in Leg. Decree 23/2001 and undertakes to refrain from carrying out any such activities.

**24.3. Express termination clause in case of breach of the obligations established by Leg. Decree 231/2001 and by TT's Code of Ethics.** Any breach by the Client, or his/her employees, of the declaration and guarantee mentioned above, or of even just one of the provisions of the Code of Ethics, shall entitle TT to legally terminate the Contract with immediate

effect pursuant to and in accordance with art. 1456 of the Civil Code, without prejudice to its right to claim compensation for any damage that has been suffered or may be suffered by TT itself.

## **25. Confidentiality and relationship between the parties**

The Parties undertake to maintain the utmost confidentiality on any information or document that becomes known by the same in connection with/during the course of the contract. Such information shall not be disclosed to Third Parties without the written authorization of the other party who provided said information/document. Without prejudice to the foregoing, the Parties mutually undertake to keep any information/document confidential, including that of an IT nature and/or stored in computer files belonging to the other party (in any form or on any medium, received or obtained), that is clearly marked as confidential at the moment of communication. The Parties also undertake to treat with the utmost confidentiality all private information exchanged between their own representatives, employees, collaborators, or consultants, including information provided by either party during the course of the contract. If the breach of such obligation causes damage to one party, the affected party may claim compensation while reserving the right to terminate the contract pursuant to art. 1456 of the Civil Code, without prejudice to compensation for greater damage.

Hence, the Parties mutually undertake: - to use the information provided by the other party with the utmost confidentiality; - to use such confidential information for the sole purpose of performing the obligations under this Contract; - not to disclose, reproduce or communicate to third parties the confidential information received, unless expressly authorized in writing by the party providing said information. From this moment onwards, the Parties mutually undertake: - to return the Confidential information to the other party who originated and communicated it at the written request of the interested party, or to issue any appropriate declaration attesting to their complete

destruction according to the instructions provided by the other party; - not to refuse, hinder or otherwise prevent such restitution or destruction; - not to retain copies, excerpts or reproductions, in any form or medium whatsoever, of the confidential information for which the other party requests the return or destruction.

The confidentiality obligation takes effect as at the date of conclusion of the contract and shall last for five years after the contract end date.

## **26. Data processing**

The Parties undertake to perform each and any activity pertaining to the same in full compliance with current legislation on the protection and processing of Personal Data. TT's extended information note in such regard can be consulted at the following web address: <https://it.tecnosistemi.com/documentazione>.

The Parties agree to process their respective Personal Data in accordance with the provisions of current legislation and not to process any Personal Data other than that deemed strictly necessary for executing the Contract or for purposes other than those strictly necessary for fulfilling the contract object and the relevant legal obligations.

More specifically, TT, in performing its ordinary business, avails itself of the collaboration of external entities, in particular, those falling under the following categories.

1. business information and debt collection companies.
2. companies that take on financial risks.
3. companies engaged in financial banking and insurance services.

The Client acknowledges the foregoing and gives consent to TT to the processing of his/her data in accordance with the current privacy legislation.

The Client's personal data shall be collected, recorded, processed electronically, and used for purposes related to all the above operations by or on behalf of TT. The Client, at any time, may exercise the rights pursuant to current legislation, including consulting, integrating, correcting and deleting his/her data and even objecting to the use of the same for direct



marketing purposes, by sending a request for data correction and/or cancellation to: T.T. Tecnosistemi S.p.a. Via Rimini 5 – 59100 – PRATO, telephone: 0574/44741, @e-mail: [tecnosistemi@tecnosistemi.com](mailto:tecnosistemi@tecnosistemi.com) and/or [privacy@tecnosistemi.com](mailto:privacy@tecnosistemi.com). TT reserves the right to make known, in whatever mode and/or means, that the same is the Client's supplier, and the Client gives TT consent to print and/or publish his/her name and / or trade name in any advertising material whatsoever and, in order to allow TT to participate in public procurement tenders, to disclose the nature and extent of the contracts entered into by the Parties at issue.

The Client is the sole data controller of all data stored in its Systems, including third-party data and as such, is responsible for security of any data, documents and/or Content and/or information placed online as well as for carrying out any other useful or necessary activity to protect their integrity and confidentiality, Also, the Client undertakes to take appropriate steps to protect such data and comply with all data protection regulations. It is the Client's responsibility to acquire all the necessary authorizations and permissions to enter, use, provide, store, and process the said Client's Content as part of the Service, assuring TT that he/she holds all the necessary authorizations and permissions, including by law, to perform the above activities.

The Client authorizes TT, in the capacity as supplier, and in this particular case, its employees, to access the personal data stored in said Client's databases, insofar as this is essential for the correct execution of each intervention (ticket) or activity requiring access to personal data and, in such regard, appoints TT, who accepts, as data processor pursuant to art. 28 of EU Reg.679/16 or GDPR strictly for the time needed for processing each requested intervention (ticket) where access to his/her personal data is needed.

The Client declares that all the above activities carried out by the data processor both on-site and remotely shall be performed under the supervision of his/her employees, who are in charge of the authentication credentials and as

such, entitled to grant access to TT's employees or third parties appointed by TT itself.

Furthermore, the Client acknowledges the data processor's right to execute the contract on its own account or by appointing third parties or availing itself of third-party services, which, in these cases, shall take on the status of sub-processors.

The data for which authorization is granted, if kept by the data processor, shall be deleted from its infrastructure at the end of the contract (under which said data were processed), or in any case, according to the law.

The data processor or its sub-processors shall report, either directly or through said sub-processors, any breach of the security of its/their infrastructure that may jeopardize the freedom and rights of the interested parties in the case such breach affects data controlled by the Client.

## TT Tecnosistemi S.p.A. SB

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