

## General Conditions of Sale of Products and/or Services

These General Conditions of Sale and Service supply apply to the sales of Products and Services by T.net, to the licenses of the Software produced by T.net or by Terzi and to the supply, installation and commissioning of all "Cloud" Information Systems and Infrastructures (SaaS, PaaS, IaaS, DCaaS, BKaaS, DRaaS). All customer orders must be accepted by T.net.

### 1. DEFINITIONS

- a) The "Attachments" are documents that contain the description of the conditions applicable to the sale or license of Products or Services.
- b) The "Delivery" is the standard delivery of T.net at the place of receipt of goods to the address of the Customer, unless otherwise specified in the offer.
- c) Equipment includes hardware, documentation, accessories, consumables, replacement parts and upgrades. Their availability is determined by T.net, after receipt of the customer's order. "Custom" Products are products that have been modified, manufactured or manufactured to meet specific customer needs
- d) The "Software" consists of one or more programs, which can operate on a controller, on a process or on a hardware device. The software may consist of a stand-alone product, included in another product, hereinafter referred to as "Software Bundle" or from a product installed on a hardware device from which it should not be uninstalled during normal use (hereinafter, "Firmware" )
- e) The "Services" provided by T.net, better specified in the subject of each order, may include:
  - i. The supply of services of:
    - a. activities for the creation of sites, web pages, portals and databases;
    - b. connection and provision of network customers that allow for the transport of data, multimedia and voice, according to various connections and connection methods, such as analog direct circuits, direct digital circuits, frame relay, optical fiber, ISDN, RTG, ATM;
    - c. installation and placement of "green number codes" and call center management on behalf of clients;
    - d. Creation and implementation of software dedicated and provided in "as a service" mode;
    - e. Hosting services of devices and connectivity dedicated and provided to our Data Centers.
    - f. Services for the supply, installation and commissioning of "Cloud" IT infrastructures, such as SaaS (Software as a Service), PaaS (Platform as a Service), IaaS (Infrastructure as a Service), DCaaS (Data Center as a Service), BKaaS (Back-up as a Service) and DRaaS (Disaster Recovery as a Service).
  - ii. The provision of ancillary services such as:
    - a. Maintenance and repair of hardware both on site and remotely (Hand & Eyes) available in T.net Data Centers;
    - b. Updates and assistance on the Software, also as a service, for the software supplied in installments also as Service Providers (Microsoft SPLA, Veeam VCSF, VMware VSP "AIR", etc. etc.);
    - c. Staff training for the use of machinery and services provided by T.net.

The "Specifications" include both the specific technical information on T.net products, and those of Third Party products marketed by T.net, reported in the manuals relating to the products themselves, and the technical data valid at the time T.net executes the order of the customer.

### 2. PRICE

- a) Unless otherwise indicated in the offer, prices include delivery and are valid for the period specified in the offer. The prices remain valid for 60 days from the date of the order, unless otherwise indicated in the offer. Changes to the order, which change the delivery date over 60 days, will be considered new orders to which the prices in force at the time T.net receives the order change will be applied.
- b) The prices of assistance services, except those already mentioned to the Customer and those on Custom products, may be changed by T.net through a 60-day written notice.
- c) Prices do not include VAT and similar taxes which, if applicable, will be indicated separately on the invoice.

### 3. ORDERS

- a) All orders are subject to the approval of T.net. Product orders must indicate a delivery date within 80 days from the date of issue, unless otherwise indicated or agreed in the offer
- b) The Customer will forward the orders from a location that falls within his organization and will specify in his orders the destination address of the Products.
- c) The order both of purchase and for the supply of services of any kind is irrevocable, except for the cases provided for by the law for contracts concluded with consumers outside the business premises and/or at a distance.

### 4. DELIVERIES

Unless otherwise indicated in the offer, orders must contain a delivery date that is included within a period of 180 days from the date of issuance of the order. T.net will do everything possible to meet the delivery dates agreed with the Customer. If T.net is not able to meet these requests, it will be able to offer the Customer an alternative solution. In the absence of an agreement to this effect, the Customer can only cancel the order.

### 5. SHIPPING AND PASSING RISK

T.net will ship in compliance with its commercial practice and the risk of loss and damage of the products will pass to the customer at the time of delivery to destination. The delivery of hardware equipment will be carried out at street level. The customer must agree, at his own expense, and under his responsibility, to transport the equipment to the floors, where desired. If special packagings or specific instructions are agreed on the method of delivery, the related costs will be charged to the Customer and invoiced separately. In this case, the risk of loss and damage of the goods will pass at the time of delivery of the products to the shipper of the customer.

### 6. INSTALLATION AND ACCEPTANCE

- a) Information on the installation of the products is available at the time of the offer or on request. The installation made by T.net if included in the purchase price, will be considered completed when the product exceeds the installation and testing procedures of T.net.
- b) For Products whose installation is included in the purchase price, the acceptance of the Products by the Customer will take place upon completion of the installation by T.net. For Products whose installation is not included in the purchase price, acceptance will take place at the time of delivery. All reservations that the Customer intends to make in any way must be advanced, by written communication to T.net, and duly documented, no later than 14 (fourteen) days after acceptance.
- c) In the event that the installation is scheduled or delayed, by Customer's decision, more than 30 days after delivery, the Products will be considered accepted by the Customer on the thirty-first day from the delivery date.
- d) The equipment will be installed by T.net on the premises prepared by the Customer and will be put into proper operating conditions. These conditions will be verified through the use of tests and standard diagnostic programs provided by the manufacturer. At the end of the

tests with positive result an acceptance report will be drawn up that will be signed by the Customer and the test technician. The rooms must be adequate, sufficiently spacious, conditioned and equipped with suitable power supply systems, carried out in a workmanlike manner for the installation of the equipment. Upon request of the Customer, T.net will inspect the premises intended by the Customer for the installation of the equipment and will provide the necessary indications to adapt them to the needs of the equipment.

- e) For the testing of custom software programs, the Customer agrees to allow T.net personnel to use the equipment for which the programs are destined without charges to enable the verification of the programs. After having successfully completed the verification phase, in which the Customer is entitled to participate, T.net will inform the Customer that the programs regularly perform the operations described in the technical specifications using tests prepared by the Company according to the Customer's instructions. After 15 days from this communication without any complaints from the Customer, the programs will be considered delivered and accepted. Any further assistance requested by the Customer to allow its employees to use the programs will be invoiced by the Company at the relevant rates in force at the time of the service.
- f) For the Cloud Services, acceptance will take place at the time of online subscription and / or in the case of advanced IaaS and DCaaS services for the signing of the DCRFU (Data Center Ready for use), delivery of access credentials and use of the Virtual Infrastructure for how regulated in the offer.

## 7. PAYMENTS

- a) The payment conditions must be previously agreed with T.net. The total consideration of the agreed service, unless otherwise agreed in writing with T.net, must be previously agreed with T.net. The total consideration of the agreed service, unless otherwise agreed in writing with T.net, must be paid in full at the time the contract is signed. In the case of payments paid in advance in respect to the agreed deadlines, financial discounts can be applied to an extent to be agreed. Invoices for duration and technical assistance contracts will be issued in advance with the timing provided for in the order. Payment conditions may be changed at T.net's discretion without notice, based on the Client's financial situation or the status of his payments. In case of delayed payment, the Customer must pay T.net a default interest equal to the Official Discount Rate plus 5 percentage points.
- b) In the event that the Customer does not fulfill the obligations imposed on him by this contract or other contracts in force, T.net reserves the right to suspend the services provided by the contract, after 10 days from a written reminder.
- c) Provided that the Customer takes on any risk of loss or deterioration of the hardware products from delivery, the ownership of the latter will pass to the Customer only after full payment of the goods, if subsequent to delivery and therefore T.net will enjoy the reservation of ownership on the products and machinery sold until full satisfaction of all its credit.

## 8. WARRANTY

- a) The warranty period of a product and all related information will be communicated at the time of the offer or on request.
- b) Products not manufactured by T.net will have the standard warranty provided by the manufacturer.
- c) The Customer may receive a different warranty if the product is purchased as part of a system. T.net reserves the right to modify the warranty. The changes will be effective only for the Products ordered after the change.

- d) The warranty period starts from the delivery date or from the date of installation, if the installation is done by T.net. If the Customer schedules or delays the installation by T.net for a period of more than thirty (30) days after delivery, the warranty will start on the thirty-first day after delivery.
- e) If the Customer transfers the Product to another user, the warranty will remain in effect for its remaining period of validity.
- f) T.net guarantees, in the same terms and conditions in which the manufacturer guarantees it, that the hardware products are free from defects, defects in materials and manufacturing. T.net also guarantees that the products comply with the technical specifications provided. If the equipment sold through this contract is not immune from faults, notwithstanding the provisions of Articles 1490 et seq. C.C., the Customer may only request the replacement or repair (which will take place alternatively at the discretion of T.net) of the components of the equipment that are affected by construction or material defects. Defects must be reported within 10 days of discovery. The T.net warranty is in any case limited and does not exceed the warranty issued by the manufacturer of the equipment known to the Customer. If the Customer stipulates a maintenance contract with the manufacturer of the equipment, any guarantee of the replacement or repair T.net is excluded.
- g) T.net guarantees that the software, if correctly installed and used on the hardware device indicated by T.net, will not show errors in the execution of the program instructions due to material or manufacturing defects. T.net also guarantees that the standard software will conform to the technical specifications. T.net does not guarantee that the software operates on combinations of hardware and software products made by the Customer, or that meets the requirements established unilaterally by the customer.
- h) T.net does not guarantee that the operation of the Products will be uninterrupted or error-free.
- i) If T.net receives notification of defects or non-compliance of the hardware or standard software with the technical specifications during the warranty period, it may, at its discretion, repair (and recalibrate only if necessary for repair purposes) or replace the affected product. If T.net is not able, within a reasonable time, to repair, replace or correct the defect or non-conformity of the product according to the warranty conditions, the Customer will be entitled to a refund of the purchase price following the immediate return of the product to T.net. The costs related to the return of the product will be charged to the Customer. T.net will bear the transport costs for repaired or replaced products.
- j) The warranty will not apply to defects that result from:
  - i. improper or inadequate maintenance or calibration performed by the Customer;
  - ii. Customer software, interfaces or consumables supplied by third parties;
  - iii. unauthorized changes;
  - iv. improper use or operation outside of the Product specifications;
  - v. abuse, negligence, accident, loss or damage during the transfer of the product;
  - vi. inadequacy of the place of installation;
  - vii. maintenance or repair not authorized by T.net.
- k) The guarantees specified above are the only ones due to the Customer.
- l) T.net does not mean the obligation to save the data stored by the customer, who must, therefore, take all necessary measures for their own data protection.

## 9. CONDITIONS OF SERVICES

### 9.1 Post sales assistance services of hardware, firmware, cloud infrastructures, third-party software supplied in sales or "as-a-service" mode.

- a) The Customer may issue an order for T.net services following receipt of an offer. Some services are not available in all areas of the national territory. Service orders are also governed by the conditions contained in the attachments, the applicable technical data and the offer.
- b) To use the assistance services, the Products must be in normal operating conditions and updated at the revision levels specified by T.net. If maintenance operations are necessary to bring them back to normal operating conditions or to update them at the specified revision level, T.net will offer to perform this service at the standard rates in force on the date of the order of services.
- c) T.net may, in its opinion and without further charges for the Customer, make changes to the Products, in order to improve their operation and reliability or to comply with the obligations established by law.
- d) The transfer of the Products or the Services also "Cloud", if technically feasible (AWS, es) in a different place from the installation and delivery will always be under the responsibility of the Customer and may result in a change in the prices of the service and response time.
- e) T.net will provide assistance on products not supplied by us only if these interventions will be approved in writing by T.net itself or if the Customer will allow T.net to make the necessary technical modifications, according to the provisions of point c) of this article. The Customer must allow T.net to provide the service without problems. In the event that these interventions require additional services compared to those provided, T.net will charge any extra work to the standard T.net rates in force.
- f) Assistance will not be provided to remedy any damage or failure due to:
  - use of physical supports, consumables or other products not supplied by T.net or not authorized by T.net;
  - installation environment conditions that do not comply with T.net specifications;
  - negligence, improper use, damage caused by lightning, fire, flooding or earthquakes, breakdown of the electrical system, transport carried out by the customer, work or changes performed by personnel other than T.net or other causes that are beyond the control of T.net;
  - non-suitability of the Products not supplied by T.net, present in the Customer's information system, to correctly execute processes, to provide and receive information on dates (for example representations of month, day and year) and to correctly exchange information regarding dates with the Products supplied by T.net.
  - Non-compliant and negligent use of resources and services by the Customer and / or his customers
  - Disclosure or illegal use of administrative passwords relating to "Cloud", "Hosting", "Housing", "Cloud Mail" e-mail, Storage as a Service "Cloudbag" and in general all "as a service" services that they require access credentials (for example: Disaster Recovery as a Service, Back-up as a Service, etc.) for correct use..
  - Partial or total destruction of the information transmitted or saved as a result of errors attributable directly or indirectly to the Customer
- g) The Customer can exclude the products from assistance, cancel service orders or withdraw from service contracts upon written notice

of 30 (thirty) days. T.net may withdraw from service contracts or exclude products from services by written notice of 60 (sixty) days.

- h) The Customer is responsible for the security of their confidential information and the application of a procedure external to the Products to reconstruct lost or altered files, data or programs. The Customer must ensure the presence of a representative when T.net provides the services. The provision of services by the staff of T.net is subject to the Customer's adoption of all measures to prevent accidents and occupational hygiene provided for by the relevant laws, as well as all the appropriate precautions to be taken for the safety at work of employees of T.net. The Customer must report to T.net if the Products are used in environmental conditions such as to present a possible risk for the safety of the personnel of T.net or its subcontractors. T.net may request that the maintenance of these Products be carried out directly by the Customer with his own supervision.
  - i) The Customer authorizes T.net to subcontract, if necessary, the services covered by this contract.

### 9.2 Supply Services Cloud Services and T.net Software As A Service

- a) The Customer undertakes to designate, within two days from the request of the services, a person of his trust authorized to receive all communications from the Company concerning the provision of the services requested and exclusively responsible for the contract on behalf of the Customer against T .net. Simultaneously with the signing of the contract, T.net will appoint its representative as the contract manager. The Customer Responsible is obliged to provide sufficient time for the realization of the service as provided for in Art. 1. If the material, the infrastructures to be transferred (PaaS, IaaS, DCaaS) or programs (SaaS) specified in the offer and related to the implementation of the requested service were to arrive to T.net late, this will still be considered used, without this is attributable no responsibility to T.net. Under no circumstances can T.net be responsible for inadequacies or inaccuracies in the information provided by the Customer.
  - b) T.net reserves the right to suspend the service at any time if the information provided by the Customer is deemed immoral or offensive to anyone. T.net agrees not to modify the texts transmitted by the Customer in any way. The Customer will be solely responsible for the publicity of his/her activities and the truthfulness of what is stated within the toll free service in question.
  - c) The obligation of T.net is based on the declarations and warranties relating to the equipment at its disposal or which it intends to purchase for the use of the tools necessary for the correct provision of the service. The Customer also assumes full responsibility for the formulation of the functional and technical specifications required to activate the service. Therefore, T.net is not responsible for any errors that may have been made in the preparation of functional and technical specifications. Notwithstanding the provisions of articles 1659 et seq. C.C., any variations of the technical specifications, of any entity, are effective only if expressly accepted by T.net. Furthermore, T.net reserves the right to modify the programs, while ensuring compliance with the specifications.
  - d) The Customer is responsible for stipulating the insurance necessary to guarantee damages arising from the conclusion of this contract or from its execution.
  - e) The Customer undertakes to relieve T.net from any damage request received from third parties due to the activity carried out using the T.net services.

## 10. INTELLECTUAL PROPERTY RIGHTS

- a) All intellectual property rights on software, including custom-made, supplied to the customer remain the exclusive property of T.net. The Customer will only have one use license pursuant to the following art.11. Furthermore all the concepts, ideas, know-how or techniques related to the processing of data developed by the staff of T.net, or with its collaboration, in relation to the provision of services, will be the exclusive property of T.net. It is however understood that if said concepts, ideas, know-how or techniques become concrete in inventions, discoveries or improvements, they will be owned by T.net. Therefore, the software at the time of delivery remains the property of T.net, while the customer will have the right to use it but not to reproduce or sell it, modify it or transfer it to third parties in part or in full unless authorized in writing by part of T.net. If the Customer transfers the program, part of it or one or more copies of the implemented software or any of its parts, the license will automatically expire. The Customer agrees to keep the contents of the programs secret and to protect the rights of T.net. T.net is obliged to keep confidential the information related to the activities of the Customer which will be aware of in relation to the provision of the services requested and obliges likewise to engage its personnel to keep this information confidential. The concepts, ideas, know-how or techniques related to the processing of data developed by the staff of T.net or with its collaboration in relation to the provision of the services requested will remain the exclusive property of T.net. It is however understood that if said concepts, ideas, know-how or techniques become concrete in inventions, discoveries or improvements, they will be the exclusive property of T.net.
- b) In the event that it is proposed, towards the Customer, or a third party to which the customer resells or licenses the products, based on the authorization of T.net, action for violation of an intellectual property right (patent, model or industrial design, copyright or trademark) deriving from the sale of the T.net products or from the provision of a service (except the products and the "Custom" service), T.net will resist or seek a transactive solution for the Customer, provided:
- the Customer has promptly informed T.net in writing;
  - the Customer works with T.net and authorizes them to stand trial or reach a settlement solution.
- c) T.net will be responsible for any compensation paid out judicially or recognized in the transaction. In this case, T.net may modify the product, obtain the necessary licenses or replace the product. If it is established that none of these alternatives is reasonably feasible, T.net, within one year of delivery, will be able to reimburse to the Customer the price paid at the time, upon return of the product or will be able to reimburse the net asset value of the product.
- d) T.net will not be liable if the violation of an intellectual property right depends on:
- i. execution of projects on specifications and/or instructions of the Customer,
  - ii. use of technical information or technology provided by the Customer,
  - iii. changes of products made by the Customer or a third party.
  - iv. use of the product in a manner different from the specifications and the provisions of T.net,
  - v. integration of the product with others not supplied by T.net.
- e) The foregoing defines the limits of the responsibilities of T.net for the violation of intellectual property rights related to the products and services provided by T.net.



## 11. LICENSES

For the purposes of the application of this clause, the term "Use" indicates the storage, loading, installation, execution or display of the software on a hardware device. The term "software license" means the authorization to use the software according to the specifications indicated by T.net at the time of the offer, billing or other documentation provided at the same time as the product.

The term "subscription" means the fee established by T.net for the use of the software. A license fee corresponds to each software license. If a software has several licenses of use, several license fees will apply.

- a) Upon payment of the agreed fee, T.net will grant the Customer a non-exclusive license to use a copy of the software, in accordance with the applicable software license. Information on the types of software licenses available are provided on request. In the event that a specific license for a software is not provided, T.net will grant to the Customer, upon payment of a fee, a license to use a copy of that software for each hardware device on which it is used. All licenses will be valid until the deadline, the transfer or when different conditions are agreed. If the Customer is an authorized T.net reseller, he may sublicense a copy of the software to an end Customer or (where possible) to an authorized T.net reseller, who may subsequently transfer it to an End Customer. Sublicensing must have a content that complies with the terms of this contract and must be made by written agreement that will be made available to T.net.
- b) Unless otherwise specified in writing by T.net, the Customer may make copies or adaptations of the software only for archival purposes or, if necessary for correct use, he may copy or adapt the software on a backup hardware device, as long as the copies and adaptations are not used in any other way and provided that the use of the backup hardware device is suspended when the original hardware device or its replacement becomes operational again.
- c) The Customer may reproduce the original software in all copies or adaptations authorized by T.net. The Customer cannot copy the software on a public communication network.
- d) The "Bundled" or "Firmware" software provided to the Customer may be used only when it is used on a hardware device connected to the configuration sold or subsequently updated by T.net. The Customer may transfer the Firmware software only if he transfers the associated hardware device.
- e) Updates, extensions, or improvements will only be available on the basis of a T.net technical support contract. T.net will have the right to request the purchase of an additional license to allow the Customer to use the software on updated versions of the hardware device.
- f) The software is owned by T.net or a third-party provider. The license does not confer any ownership rights on the software nor does it provide for the assignment of the rights on the software itself, on the documentation or on the physical supports on which they are registered or printed. The third-party supplier can assert his rights in cases of copyright infringement.
- g) The Customer cannot assemble or decompile the software unless the written consent of T.net has been obtained. In the event that the Customer is the owner of rights arising from a written agreement, he will provide T.net with detailed information concerning the de-assembling and decompiling of the software. The Customer cannot decrypt the software, unless it is necessary for its correct use.
- h) The Customer may transfer the software license only after written authorization from T.net and after payment of the fee for the transfer. At the time of transfer, the Customer will immediately deliver all copies of the software to the transferee. The latter must accept the

conditions of the T.net license in writing. The Customer's license will automatically terminate at the time of transfer.

- i) T.net may terminate the license of the Customer or of a possible assignee or sub-licensee in case of non-compliance with the terms of the license. In the event that a Customer's license terminates for any other reason, the Customer must immediately destroy or return to T.net the software in all copies in its possession. The Customer must remove and destroy all copies of the software integrated with other software except for the individual data contained in the customer database. The customer may retain a copy of the software for archival purposes, subject to the written consent of T.net.

## 12. DURATION

Continued execution contracts will have a minimum duration of one year with the exception of web contracts relating to .com, .net, .org domains for which the duration is two years. The contracts will be renewed automatically for a period equal to the initial duration if there has been no cancellation by one of the parties, to be sent by registered letter with acknowledgment of receipt at least twelve months before the deadline.

## 13. LIMITATIONS OF LIABILITY

- a) Except in the case of willful misconduct or gross negligence, the responsibility of T.net towards the Customer is limited to:
  - i. compensation pursuant to art. 8 and 10 above;
  - ii. damages resulting from personal injury;
  - iii. direct damage to property up to a maximum limit of € 50,000.00 (fifty thousand euro)
  - iv. Other damages resulting from the services indicated in the offer up to a maximum limit of twelve months of the related service fee;
  - v. further damages settled with, final judgments for serious breach of this Contract, up to an amount equal to the lower between € 50,000.00 (fifty thousand euro) or the amounts paid to T.net for the supply covered by the Contract.
  - vi. In any case, the reimbursement of further damage remains excluded.
- b) Without prejudice to the above, under no circumstances T.net, its subsidiaries and its suppliers will be liable for:
  - i. loss or direct damage that is not provided for by art. 13, letter a);
  - ii. damage due to data loss or software reintegration;
  - iii. damages related to the customer's acquisition of substitute products or services;
  - iv. Indirect damages, including loss of profit, except for the compensation provided for in Article 13, letter a) and for damages relating to personal injury.
- c) In case of delay in the provision of "Cloud" services, T.net may request the Customer to move the delivery terms. If the Customer does not accept the requests, the all-inclusive penalty may not exceed the legal interest on the sum paid at the time of signing the contract. If the services are not rendered in a workmanlike manner, T.net will be exclusively obliged, only for a period of six months from delivery, to eliminate the defects and / or to repeat the provision of the same services by qualified personnel and as a rule of art, excluding any price reduction and any other liability of T.net that can not under any circumstances be called to answer for damages caused to the Customer for the non-use or defective use of the services subject of this contract in his business or professional activity. The superior six-monthly guarantee is also subject to the correct functioning of the computer and the system Software and the correct use of the system by the Customer, and is effective only if the programs are not modified or incorporated in whole or in part in other programs. T.net

is not liable for any drops in the international connection or for any suspension of service activity due to maintenance and updates.

- d) The present clauses contain the sole and exclusive responsibility of T.net towards the Customer.

#### 14. PENALTIES

With regard to the "as a Service" services, "Cloud" and all the fee-based services, the following penalties are due in the event of default by T.net:

- a. Lack of compliance with SLAs on blocking issues or failure to comply with the service levels of the infrastructure as specified in the offer, for each hour of non-compliance with the service, a penalty equal to 10% of the relevant monthly fee.
- b. Failure to comply with SLAs on resolution times for non-blocking incidents or service requests, for each day of non-compliance with the service, a penalty equal to the daily rate of one month's fee for a maximum equal to 10% of the relevant monthly fee

The T.net will have 60 days to contest arguing the application of the related penalties. In the event of a lack of reasoned objection from the T.net, the Client will compensate the value of the penalty with the first fee. If the total amount of the penalties awarded exceeds 10% of the total value of the contract, please refer to the following article 15 paragraph c. With regard to Data Center as a Service (DCaaS) services, exceeded 90 days from the maximum time provided for the delivery of credentials to access the service, the monthly penalty due to the customer for each month of delay will be equal to 10% of the fees expected in the offer as a monthly fee for the provision of the Cloud Infrastructure.

#### 15. EARLY RESOLUTION

- a) T.net may terminate the contract by 15 days written notice, in case of default by the Customer to one of the following clauses: art. 3. (ORDERS), art. 7. (PAYMENTS), art. 10. (INTELLECTUAL PROPERTY RIGHTS), art. 11. (LICENSES).
- b) In the hypothesis of any bankruptcy or liquidation procedure, even voluntary, or of the Customer's death, T.net will have the right to resolve the present contract with immediate effect by registered mail with acknowledgment of receipt.
- c) The Customer can terminate the contract in advance without penalties pursuant to and by effect of art. 1382 c.c. in the case of a serious breach by T.net for which the latter will be required to pay to the Customer an amount equal to the lower of the following amounts:
  - i. Any sums paid in advance by the customer for the period billed but not used.
  - ii. Security deposits forfeited by T.net as a guarantee of the economic performance of the Customer.
  - iii. The part of the service for which T.net's liability has been proven.

#### 16. PRIVACY, CONFIDENTIALITY and DATA PROTECTION

T.net has an information processing system certified according to the ISO27001: 2013 standard and is therefore obliged to keep confidential the information relating to the activities of the Customer which it will become aware of in relation to the provision of the services requested, also obliging itself to staff to keep this information confidential.

Pursuant to Regulation UE / 679/2016, the processing of customer data takes place pursuant to articles 6 and 7 of the aforementioned regulation by virtue of this contract.

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On the website of the T.net at <https://www.tnet.it/en/legali-3/> the modalities of treatment of the personnel according to the services contracted are contained and updated, the modalities with which the Customer can request

according to the art. 17 of the Regulations, the cancellation of personal data and the contact options with the Personal Data Manager (RPD or DPO).

Marketing communications may be sent to each Customer when, in order to directly sell their services, T.net will use the e-mails provided in the execution of this contract, for similar services and there will be no refusal on the part of the interested party. through the de-registration of such communications (so-called opt-out) that can be exercised either directly by clicking on the appropriate link of the received communication, or by the appropriate section of the user access portal.

The Customer also declares to have received appropriate information and with the signing of this contract provides consent to the processing of their personal data to comply with the obligations under the law and the Authorities, EU Regulation 679/2016 and in particular to give full execution to all contractual obligations.

For all the rest you are referred to explicit authorizations that will be requested from time to time to the Customer and for which the Customer will always have the right to register (so-called Opt-in) or unsubscribe (so-called Opt-out)

#### 17. MISCELLANEOUS

- a) Products classified by T.net as "Remarketed" for tax purposes cannot be considered "New"
- b) Transactions may be carried out using the electronic data Interchange (EDI) system or other electronic means of communication, agreed between the parties.
- c) T.net will not be liable for delays or for failure to comply due to causes beyond its reasonable control.
- d) Except in cases where the contract provides as the only correspondence mode the registered letter with acknowledgment of receipt, all communications between the parties must be in writing and forwarded by one of the following systems:
  - hand delivery
  - email;
  - fax confirmed by registered letter.

Any observations that the Customer intends to advance on a communication received by T.net must be made in writing within seven days of receipt of the communication. After this deadline, beyond which the right to make observations is lost, T.net's communication is understood to be accepted in full and without reservation.
- e) The Customer cannot assign any right or obligation arising from this contract without the prior written consent of the other party.
- f) The Customer who exports, re-exports or imports the products, technology or technical data agrees to act in compliance with the applicable regulations and to request the necessary import and export licenses. T.net may suspend the delivery of the products, if the customer has violated the regulations in force.
- g) Unless otherwise agreed in the contract, the obtainment of any authorizations to be requested from public bodies and private individuals for the execution of the supply is at the Customer's expense and care.
- h) The contract is governed by Italian law and any dispute arising in connection with it will be the exclusive jurisdiction of the Court of Catania.
- i) The Contract represents the totality of the agreements reached between the parties regarding the object of the supply and any claim, promise or condition, not specified in the contract, will not be binding on the parties. Any different special conditions of the Customer will not be applicable. The issue of the order by the customer, the licensing of the products and the request for technical assistance represent a formal acceptance of these conditions by the customer,

who cannot make any changes to them without an agreement signed by both.

\_\_\_\_\_, on \_\_\_\_\_

The Customer \_\_\_\_\_

Pursuant to and for the purposes of articles. 1341 and 1342 C.C. the Customer specifically approves articles 6. (INSTALLATION AND ACCEPTANCE), 7. (PAYMENTS), 8. (WARRANTY), 9. (CONDITIONS OF THE SERVICES), 10. (INTELLECTUAL PROPERTY RIGHTS), 11. (LICENSES), 12. (DURATION), 13. (LIMITATION OF LIABILITY), 14. (PENALTIES), 15. (EARLY RESOLUTION), 17. (MISCELLANEOUS).

\_\_\_\_\_, on \_\_\_\_\_

The Customer \_\_\_\_\_