

## GENERAL TERMS AND CONDITIONS

Customer ("Customer" or "User") and HT S.r.l. ("HT") agree that the purchase and sales of HT hardware and software products ("Products" or "RCS") and, whether agreed between the Customer and HT, HT maintenance services and support (the "Maintenance Services"), both Products and Maintenance Services being part of the RCS Solution, are made under these terms and conditions, and that HT SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and/or Maintenance Services shall constitute acceptance of these terms and conditions.

**1. TITLE.** Title to the Products shall pass at HT's plant. HT retains a security interest and right of possession in the Products until Customer makes full payment or prepayment, as it will time by time agreed between the parties.

**2. TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided HT with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.

**3. PRICES AND PAYMENT.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to or upon delivery by money order, unless HT approves Customer for credit terms. If HT approves Customer's credit application, payment shall be due no later than 30 days from the date of HT's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of [5]% or the highest rate permissible by law on the unpaid balance until paid in full. Payments for orders shall be made in Euros.

**4. ORDERS.** All orders are subject to acceptance by HT and to signature of the RCS license agreement (the "License Agreement").

**5. DELIVERY.** HT shall deliver the Products to a carrier at HT's plant. Customer shall pay all applicable freight charges. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents, including the License Agreement, duly signed by Customer.

**6. INSTALLATION, PERFORMANCE AND USE** The installation of RCS shall be directly and exclusively performed by the Customer at its own costs charge and liabilities. For all the duration of the warranty as provided by Article 7 below, HT guarantees that the performances and the functioning level of RCS, as long as correctly utilized by the User, shall be as described in the technical figures and specifications of RCS (the "Technical Specifics"). HT does not make any attestation about the results that the Customer can achieve utilizing the Products and does not guarantee that the operations realized utilizing RCS shall be uninterrupted and/or without errors.

**7. LIMITED WARRANTY.** RCS is provided to Customer "AS IS". HT hardware Products are warranted against defects in materials and workmanship for (1) year from the date HT ships the Products to Customer ("Delivery Date"). All software Products are licensed to Customer under the terms of the appropriate License

Agreement. HT warrants that for a period of twelve months from the date RCS is shipped to the User the RCS will perform substantially in accordance with the accompanying written materials and will be free from defects in materials and workmanship under normal use and service. Such warranty shall not apply should failure of RCS result from accident, abuse, misapplication, improper calibration by the User, third party products (i.e., hardware or software) used by the User which are not intended by HT for use with RCS, utilization of an improper hardware or software key (if applicable), or unauthorized maintenance of RCS

**8. NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES EITHER EXPRESS OR IMPLIED ARE MADE WITH REGARD TO RCS INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT. HT DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OF OR THE RESULTS OF THE USE OF RCS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY AND DOES NOT WARRANT THAT THE OPERATION OF RCS WILL BE UNINTERRUPTED AND/OR ERROR FREE.

**9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by article 1229 of the Italian Civil Code, in no event shall HT (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the RCS. The User acknowledges that the applicable fees and prices reflect this allocation of risk. NOTWITHSTANDING HT'S LIABILITY IN ACCORDANCE WITH ARTICLE 1229 OF THE ITALIAN CIVIL CODE, IN NO EVENT HT'S LIABILITY FOR A BREACH OF THIS CONTRACT SHALL EXCEED THE TOTAL VALUE OF ALL MONIES PAID BY THE USER TO HT.

**10. WARNING:** (1) The User shall comply with all the obligations provided by the License Agreement, as well as with applicable law and regulations of the Republic of Italy, of the Customer and of any other country in which the Customer shall use RCS (jointly, the "Relevant Laws and Regulations"). (2) The Customer shall use RCS for purposes which are fully in compliance with the Relevant Laws and Regulations and shall not use RCS for purposes different that the one set forth under the License Agreement, nor shall install RCS on endpoint target personal devices other than the endpoint target personal device belonging to the Customer's networks and owned by the Customer on which this latter shall install RCS ("EPD"). (3) The User is aware and acknowledges that under Italian applicable law – any allegedly under the Relevant Laws and Regulations – RCS must not be installed on and/or sent by means of any kind of electronic support to any personal computer belonging to third parties, without having obtained the previous and express consent of these latter parties. (4) The user shall not utilize RCS for military and/or similar purposes, and in any case it shall utilize the Products exclusively for lawful

purposes, which are fully in compliance with the Relevant Laws and Regulations, adopting all necessary devices and carrying out all the actions and behaviors in order to utilize RCS for lawful purposes and, in particular, guaranteeing that RCS shall not be utilized to consent an illegal access to information system, to distort the data and the programs hereby contained or damage the integrity and the functionality of information systems, to try to illegally clear safety precautions;

**11. FORCE MAJEURE.** HT shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. HT's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event HT is unable to perform in whole or in part because of any excusable failure to perform, HT may cancel orders without liability to Customer.

**12. LIMITED INDEMNITY AGAINST INFRINGEMENT.** HT shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by HT or from modification of the Products, and further provided that Customer notifies HT immediately upon its obtaining notice of such impending claim and cooperates fully with HT in preparing a defense. If Customer provides to HT the authority, assistance, and information HT needs to defend or settle such claim, HT shall pay any final award of damages in such suit and any expense Customer incurs at HT's written request, but HT shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, HT shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. To the maximum extent permitted by article 1229 of the Italian Civil Code, the foregoing states the Customer's sole remedy for, and HT's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

**13. GOVERNING LAW.** Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. All License Agreements shall be governed by Italian applicable law without regard to principles of conflicts of laws. Any dispute arising out or in connection with any order or with the License Agreement, including any question regarding its existence, validity or termination, shall be submitted to and finally settled by a panel of three arbitrators under the rules of the Arbitration Regulation of the Milan Chamber of National and International Arbitration, that the parties declare to be aware of. The arbitration

shall be held in Milan and the language shall be English. The Arbitrators will decide according to the rules of the international arbitration set forth in the Italian Code of Civil Procedure.

**14. MAINTENANCE SERVICES.** Maintenance Services includes only and exclusively Error Corrections and Updates of RCS (as defined below in this Article 14) provided by HT to the User upon payment of costs and fees that shall be time by time agreed upon between the parties. The distribution of Error Corrections and Updates does not include installation. Maintenance Services does not include neither assistance for User's specific application, or Third Party applications, nor Upgrades of RCS.

Updates. Updates means enhancements, improvements of RCS which do not materially change the functionality of the product and which is made generally available at no additional cost to the User who purchase Maintenance Services. Updates may include Error Corrections and are generally identified by HT by incrementing the numeral immediately to the right of the decimal point in the version number. If a question arises as to whether a product offering is an Update or an Upgrade, HT's sole determination will prevail.

Upgrades. Upgrades means a major release, significant modification of RCS such that the feature and function of such product is altered and is generally distributed by HT to the User. Upgrades are generally identified by the same product name and incrementing the numeral immediately to the left of the decimal point in the version number. If a question arises as to whether a product offering is an Upgrade or an Update, HT's sole determination will prevail; therefore, Upgrades are not included in the Maintenance Services.

Error Correction.

Error correction means either a modification or addition that, when made or added to RCS, brings such software into material conformity with its user documentation or a procedure or routine that, when observed in the regular operation of RCS, avoids the material adverse effect of such nonconformity.

Subject to full payment of the yearly Maintenance fees, HT shall provide at no additional cost to the User, Error Corrections and Updates for RCS, made generally available during the term of this Contract..

All Maintenance provided, including documentation and program materials, is subject to the terms and conditions set forth under Article 14.

Any Updates, Error Corrections or Upgrades provided to User hereunder shall not modify or alter the limitations and use restrictions set forth in this Contract.

The Maintenance does not include (i) error correction or replacement of RCS required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of RCS by persons other than the User or its authorized personnel; or (ii) accident, fault or negligence of the User; or (iii) operator error; or (iv) improper use or misuse of RCS; or (v) cause external to RCS such as but not limited to failure of electrical systems, fire, or water damage; or (vi) error correction or replacement required due to modifications made by the User to RCS, or the use of RCS with software or equipment other than that which RCS was originally licensed for use with.

User shall be responsible for the use of RCS, including but not limited to assuring proper operating environment.

User shall operate RCS at the then current Update, and use its reasonable efforts to isolate and document errors in RCS.

Should, throughout the validity of this Contract, (i) HT release an Upgrade, upon User's written request to purchase and receive such Upgrade, User agrees to pay the amount agreed with HT for such Upgrade (ii) User need additional services such as training or professional services different from Maintenance Services and/or Upgrade, User will send a request for quotation in writing to HT and HT will, at its own discretion communicate to User its availability to perform the requested services, providing User with the relevant quotation if User accepts the HT quotation then the User shall send an official order to HT which, when accepted by HT, shall constitute a separate agreement.

HT warrants that Maintenance Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, HT makes no express or implied warranties with respect to the Maintenance Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation HT may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation HT may provide. In order to receive warranty remedies, deficiencies in the Maintenance Services must be reported to HT in writing within 90 days of completion of the Maintenance Services.

HT is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Maintenance Services provided by HT, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if HT has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by HT. HT's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Maintenance Services shall not exceed the amount of fees paid under the separate written agreement between Customer and HT. These provisions allocate the risks under the separate written agreement between Customer and HT. HT's pricing reflects this allocation of risk and the limitation of liability specified herein. Customer accepts responsibility for, and

agrees to indemnify and hold HT harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or HT's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

**15. CONFIDENTIALITY** "Confidential Information" means any and all technical, financial or commercial information stated by either party to be confidential or confidential in nature, provided, however, that the term Confidential Information shall not include any information which: (a) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or (b) at the time of disclosure to a Party is part of literature or other sources of knowledge accessible to the public or which after such disclosure becomes part of literature or other sources of knowledge accessible to the public, without the culpable negligence or action of the other Party, its employees or third parties it is responsible for; or (c) was available to the receiving Party from a source other than the disclosing Party, provided that such source is not under any confidentiality obligation to the disclosing Party; or (d) is developed by a Party independently of any information disclosed by or on behalf of the disclosing Party. Each Party shall keep in strict confidence all Confidential Information obtained from the other Party in the course of performance of the License Agreement. Each Party may disclose Confidential Information to its employees and to third parties only to the extent strictly necessary for the performance of this Contract or as required by law. A disclosing Party shall cause its employees and third parties to observe the obligations of this Article. Each Party shall store away carefully the Confidential Information disclosed by the other Party and shall take reasonable measures to prevent disclosure to unauthorized parties. A receiving Party shall copy the Confidential Information disclosed by the other Party only to the extent that this is necessary in the context of the purpose. The obligations contained in this Article shall survive any termination or expiration of the License Agreement