



GENERAL TERMS AND CONDITIONS

SECTION 1 – DEFINITIONS

- 1.1. “Agreement”** means the Software license agreement entered into by Hyntelo and the Customer by acceptance of the COMMERCIAL TERM contained in the ORDER FORM consisting of these General Terms and Conditions and the COMMERCIAL TERMS.
- 1.2. “COMMERCIAL TERM”** means the economic terms of the contractual relationship as contained in the Form Order and agreed upon by the Parties.
- 1.3. “Custom Implementation”** means development of ad-hoc software features that are not part of the standard existing offering.
- 1.4. “Customer-owned Cloud environment”** means a type of software delivery model that is installed and operated from a customer's private or public cloud computing infrastructure.
- 1.5. “Documentation”** means the user, system, and installation documentation for the Software;
- 1.6. “Error”** means a Software bug;
- 1.7. “Intellectual Property Rights”** means all intellectual and industrial property rights including all patents, registered trademarks and designs, copyright (present and future), applications for any of the foregoing, trade and business names, domain names, rights in get-up, service marks, unregistered trademarks, goodwill in relation to the foregoing, database rights, sui generis rights, rights in designs (whether registerable or not), ideas, inventions, discoveries, mask works, formulas, source and object codes, data, programs, concepts, improvements to existing technology, processes, systems, topographies, topography rights, rights in maps, drawings, plans, costings, layout files, rights in computer software, rights in hardware, rights in products and services, rights in confidential information (including know-how and trade secrets) and all other intellectual or industrial property rights, in each case whether registered or unregistered and whether capable of registration and including all applications (or rights to apply) for, and renewals and extensions of, such rights and including the right to sue in respect of past infringements of such rights, and all similar or equivalent rights or forms of protection which now or in the future subsist in any part of the world;



- 1.8. **“License”** means a non-exclusive, non-transferable license granted by Licensee to use and to execute a Licensed Product solely for such use and not for distribution or resale to third parties.
- 1.9. **“Licensed Product”** means any computer program product or service that incorporates or makes use of the Software, in whole or in part.
- 1.10. **“Minimum Requirement”** means the minimum requirements of the Licensee’s information system that will be assessed by the Parties Licensee.
- 1.11. **“ORDER FORM”** means the document containing the economic terms and the specific features of the Software sent by Hyntelo to the Customer and accepted by the Customer.
- 1.12. **“On premises (Customer-owned local datacenter)”**: means a type of software delivery model that is installed and operated from a customer’s in-house server and/or computing infrastructure;
- 1.13. **“Party”** and or **“Parties”** means Hyntelo and Customer or Licensor and Licensee, individually or jointly referred to as;
- 1.14. **“SaaS (Vendor-owned Cloud environment)”**: means a type of software delivery model that is installed and operated from the vendor’s public cloud computing infrastructure.
- 1.15. **“Software”** means the original software program or programs known and branded as “Lyriko,” in both object code and source code form, as set forth under the relevant section of the COMMERCIAL TERMS over which Hyntelo owns all Intellectual Property Rights.
- 1.16. **“Term”** means the term of this Agreement.

SECTION 2 – OWNERSHIP AND LICENSE GRANTS

1. The Parties agree and acknowledge that Licensor owns all right, title and interest in and to the Software.
2. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive non-transferable license to use and to execute the Software and the Documentation solely for its internal operations upon payment of the Fee (as defined in Section 5 below).
3. Notwithstanding anything in this Section 2 to the contrary, (i) Hyntelo retains the right, for itself and for other licensor, to use, execute, reproduce, modify, display, perform, transmit, distribute internally and externally, and create derivative works of the Software, (ii) any Intellectual Property Rights

embodied into the Software and the Documentation are and shall remain property of Hyntelo.

4. In connection with the foregoing, the Parties shall develop an integration project under which they shall agree on the various steps in the process including the system integration deliverables and testing activities.

It is agreed that the term and conditions of the system integration deliverable shall be ruled in the relevant SOW, therefore, under this Agreement, the only Error for which Hyntelo is accountable is the Software bug i.e. a behavior an action of the application different from the programmed one; therefore shall not be deemed an Error any negligent, malicious, or abusive conduct or misuse of the Software.

For anything that is not bug - by way of example but not limited to problems installation configuration data integration (unassigned permissions) and the like - is accountable the system integrator under the relevant SOW and/or contract.

5. Licensor also agrees to provide the Licensee with all necessary updates for the Software and to guarantee the security and correlated safety maintenance of the Software upon payment of the Fee (as defined in Section 5 below).
6. Licensee herewith declares that it understands the nature and object of the licensed Software as well as their functionalities and accepts all risks connected to or deriving from the utilization of the licensed Software (especially in term of predictions and decision making), with no liabilities for the Licensor.
7. If, after the effectiveness of this Agreement, Hyntelo has improved or upgraded the Software or developed a new version thereof, the authorized use of such improvement, upgrade or new version and the payment for such use shall be subject to further consultations and written agreement between the Parties.

SECTION 3 - OBLIGATIONS AND RESTRICTIONS OF THE LICENSEE

1. This non-exclusive license to the Software is subject to compliance by the Licensee with the following limits and restrictions:
 - a) not to (nor allow third parties under its control): copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, decompile, modify, or otherwise attempt to extract the source code of the Software or any component thereof (except to the extent that the foregoing is part of the normal or contemplated use of the Services or such restriction is expressly prohibited by applicable law);

- b)** not to sublicense, resell, or distribute the Software or any component thereof, except to the extent that the foregoing is part of the normal or contemplated use of the Services;
- c)** not to use the Software in an improper manner intended to avoid incurring Fees;
- d)** not to commercialize and/or sub-license and/or assign and/or make available to third parties the Software, nor parts thereof, neither directly nor indirectly, in any way and/or form;
- e)** not to in any way infringe the Intellectual Property Rights, the copyright and the specific know how of the Software exclusively owned by the Licensor;
- f)** not to modify the Software nor incorporate them in their entirety or parts thereof in other computer programs.

SECTION 4 – ERROR(S) – MAINTENANCE SERVICES

- 1.** By this agreement the Licensee assigns to the Licensor, who accepts, the task of independently managing the ordinary maintenance services connected to the operation of the Software.
- 2.** Ordinary maintenance services refer to all those activities that are necessary for resolving possible Error(s) in the Software including:
 - a)** support activities for the restoration or archiving of logs;
 - b)** correction of anomalies following malfunctions of the Software and / or of bugs in the Software for which the Licensee requests the Licensor to intervene;
 - c)** activities necessary for correcting malfunctions and in particular aimed at
 - (i) finding the cause of the malfunctions,
 - (ii) running analysis/realizations/tests of possible temporary corrective measures,
 - (iv) running analysis/realizations/tests of possible definitive corrective measures,
 - (v) possible changes to the technical documentation.

The ordinary maintenance of the Software shall be carried out by the Licensor remotely using reasonable efforts to correct Error(s).

3. Evolutive maintenance services refer to all those activities that do not fall within the scope of ordinary maintenance and include, by way of examples:
 - a) customizations to the Software;
 - b) addition of new functionalities to the Software as required by the Licensee;
 - c) creation of new interfaces and conversion programs for the Software.

The Parties agree that the fee for extraordinary maintenance activities, as detailed in this Section, shall be subject to further consultations, depending on the complexity of the intervention requested by the Licensee, and shall be agreed, on a case by case basis, by written agreement between the Parties.

4. The Licensor agrees to carry out the services, detailed under this Section, with diligence and professionalism and at all times relying on the support of specialized staff.

SECTION 5 – FEES

1. The Licensee undertakes to pay to the Licensor in exchange of the right to use the Software under this Agreement as fees the amount of Euro as set forth under the relevant section of the COMMERCIAL TERMS (henceforth “**Fee**”), within the timeframes set forth under the relevant section of the COMMERCIAL TERMS by wire transfer to the Bank account as set forth under the relevant section of the COMMERCIAL TERMS.
2. Any amount not paid when due will bear interest from the due date until paid at a rate equal to the maximum allowed under article 1284 of the Italian Civil Code.
3. Unless otherwise expressly stipulated the payment shall be made in EURO.

SECTION 6 – INDEMNIFICATION – LIMITATION OF LIABILITY.

1. **Licensor Liability.** Licensor undertakes to indemnify and hold harmless Licensee against any claim that Software, furnished and used within the scope of this Agreement, infringes any third-party Intellectual Property Rights, provided that: (i) Licensor is given prompt notice of the claim, (ii) Licensor is given immediate and complete control over the defense and/or settlement of the claim, and Licensee fully cooperates with Licensor in such defense and/or settlement, (iii) Licensee does not prejudice in any manner Licensor’s conduct of such claim, (iv) the alleged infringement is not base upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed. Should a final judgment ascertain the claimed third-party Intellectual Property Right,



Licensor will at its option either (i) procure for Licensee the right to use the Software, (ii) modify the Software so that it becomes non-infringement.

- 2. Altered Version.** Licensor shall have no liability for any infringement's claim of third-party's Intellectual Property Rights based on (a) the use of a superseded or altered version of the Software if infringement would have been avoided by the use a current or unaltered version of the Software which Licensor made available to Licensee; or (b) the combination, operation or use of the Software with software, hardware, or other materials not furnished by Licensor.
- 3. Licensee Liability.** The Licensee expressly undertakes to hold the Licensor fully harmless from and against any claim of third parties for damages connected to, or deriving from, utilization of the Software (including costs and expenses arising from such claims). It is understood that the Licensee agrees to comply with the obligations provided under Section 6.4 also on behalf of its employees and autonomous collaborators.
- 4. Limitation on Indirect Liability.** SUBJECT TO SECTION 6.3 (EXCEPTIONS TO LIMITATIONS) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR THEIR AFFILIATES, WILL BE LIABLE UNDER THE AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 5. Limitation on Amount of Liability.** SUBJECT TO SECTION 6.3 (EXCEPTIONS TO LIMITATIONS) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR THEIR AFFILIATES, MAY BE HELD LIABLE UNDER THE AGREEMENT FOR MORE THAN THE FEES PAID OR PAYABLE BY LICENSEE TO LICENSOR UNDER THE AGREEMENT, DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.
- 6. Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations hereunder, violations of a party's Intellectual Property Rights by the other Party, indemnification obligations hereunder, gross negligence, willful misconduct or Licensee's payment obligations hereunder.

SECTION 7 – INTELLECTUAL PROPERTY RIGHTS

- 1.** The Licensor declares that the Software is original and creative work and guarantees that it is the exclusive and sole owner of the Software. It is understood that this Agreement nor the License does not confer on the Licensee any property rights over the Software and the Documentation.

Hyntelo s.r.l.

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2. The Licensee expressly agrees to promptly inform the Licensor of any infringement and/or dispute and/or claim by third parties related to the Software of which it has knowledge as well as to offer to the Licensor the reasonable assistance that is necessary and required for the protection of the Software.
3. If in the course of utilization of the Software the Licensee should identify or develop data, knowledge, programs and/or personalization that may form the object of copyright, confidential know how or other exclusive rights, such rights shall belong exclusively to the Licensor. In that regard the Licensee agrees to promptly inform the Licensor of any development and/or personalization obtained over the Software.
4. Nothing in this Agreement shall give Licensee any rights in respect of any Intellectual Property Rights of Licensor, being understood that the term.
5. The provisions of this Section 7 shall survive the termination of this Agreement.
6. Upon signature of this Agreement
 - (a) Licensee grants Licensor the permission to distribute, process and physically store data - royalty-free for purposes contributing to increase Licensor's / Software's publicity and promote Licensor's services and Software - which have been collected in association with the following activities:
 - Name: Use of logo / trademark plus Licensee's legal name for presentations, flyers or booklets, Licensor's website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.);
 - Quotes: Licensor may publish a previously approved (i) statement of the Licensee and (ii) Licensee's brand, on Licensor 's website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.);
 - Case Studies: Licensor may interview Licensee's employee or executive and publish this interview on Licensor's website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.).

(b) Licensor grants Licensee the permission to distribute, process and physically store data – royalty-free for purposes contributing to increase Licensor’s and Licensee’s publicity and promote Software’s and Licensor’s services – which have been collected in association with the following activities:

- Logo: Use of logo/trademark plus the Licensor’s legal name for presentations, flyers or booklets, Licensee’s website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.);
- Quotes: Licensee may publish a previously approved (i) statement of the Licensor and (ii) Licensor’s brand, on Licensee’s website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.);
- Case Studies: Licensee may interview Licensor’s employee or executive and publish this interview on Licensee’s website, third party internet platforms (e.g., social media, blogs, and miscellaneous third-party publications such as journalistic or editorial pieces, print products, TV shows etc.).

The above reciprocal license agreement will be valid for the duration of the Agreement, after which each Party will have the right to request to the other Party the deletion of any material (e.g. posting, shares on the sites or sales material, etc.) containing the above material, or to renegotiate the above reciprocal license.

SECTION 8 – CONFIDENTIALITY

1. As used herein, the term “Proprietary Information” means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the “**Disclosing Party**”) to the other (the “**Recipient Party**”) either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.
2. Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information



under this Agreement shall treat such Proprietary Information in strict confidence with the same degree of care applied to its own Proprietary Information of like importance, which it does not wish to disclose, publish, or disseminate to third parties.

- 3.** In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.
- 4.** Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) becomes publicly known through no wrongful act of the Recipient Party's part; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; (iv) is furnished to a third party by the Disclosing Party without a restriction on the third party's right to disclose it; or (v) is explicitly approved for release by written authorization by the Disclosing Party.
- 5.** It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.
- 6.** The obligations of the Recipient Party under this Section shall survive termination or nonrenewal of this Agreement for a period of 10 (ten) years.
- 7.** The Licensee, also on behalf of its employees and collaborators, agrees to adopt suitable measures for ensuring that any information and/or data related to the Software shall remain strictly confidential.
- 8.** Without prejudice to this Section, the Licensee, upon simple request from the Licensor, at any time and in case of termination and/or natural expiry of this Agreement, shall return to the Licensor all strictly confidential material related to the Software and any copy thereof on any medium and/or format that is in the availability of the Licensee.



9. The obligations provided under this Section shall remain valid also in the event of termination for whatsoever reason of the effects of this contract.

SECTION 9 – TERM AND TERMINATION

1. The term of this Agreement shall commence on the Starting Date and shall continue for the term until the Final Date as set forth under the relevant section of the COMMERCIAL TERMS unless terminated as provided in this Section 9 (the “**Term**”).
2. **Termination Without Cause.** Both Parties renounce to the right to terminate this Agreement without reason.
3. **Termination for Cause.** If either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, the other Party may terminate this Agreement immediately upon written notice to the party in breach. It is agreed a material breach occurs
 - a) if the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (other than for the purposes of a solvent merger or reorganization) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction;
 - b) if the other Party ceases or threatens to cease carrying on business;
 - c) if Licensee fails to timely pay the Fee.
4. Upon termination of this Agreement, Licensee shall cease using the Software and Documentation and promptly return all copies of the Software, Documentation, and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in – on – or off-line computer memory, and destroy all copies of such materials. Licensor shall, within 7 (seven) working days from the Starting Date of the termination, certify in writing by an officer or director of the Party that all copies of the Software and Documentation have been returned, deleted and destroyed.

SECTION 10 – PRIVACY AND DATA SECURITY

- 1. Privacy and Information Security Requirements.** The Parties will comply with: (1) all applicable laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Data, including, without limitation: Directive 95/46/EC; EU General Data Protection Regulation 2016/679; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; and all other similar international, federal, state, provincial, and local requirements; (2) all applicable provisions of a Party's written information security requirements; and (3) each Party's respective privacy policies.
- 2. Data Security.** In compliance with, and in addition to, each Party's privacy compliance undertaking above in Section 10.1 and in the executed Data Processing Agreement attached as Annex A hereto (the "**Data Processing Agreement**"), the Parties agree to implement and maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of the data provided by each Party to the other; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; (iii) protect against unauthorized access to or use of such data; and (iv) require disposition or destruction of the Data provided by each Party to the other in a secure manner.
- 3. Breach Notification.** The Parties will promptly notify each other upon detection of any actual unauthorized access to or theft or other loss of any Personal Data or sensitive data provided by each Party to the other and will take appropriate action designed to prevent further unauthorized access. The Parties will provide relevant information that is reasonably requested pertaining to the incident and will reasonably cooperate to investigate any such unauthorized access.

SECTION 11 – MISCELLANEOUS

- 1. Waiver.** A failure or delay of either Party to enforce any provision of or exercise any right under this Agreement shall not be construed to be a waiver. No waiver by a Party or any amendment to this Agreement shall be effective unless expressly made in a signed writing, which writing shall not be an e-mail.
- 2. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision, and this



Agreement shall then be construed as if such unenforceable or invalid provisions had never been a part of this Agreement.

- 3. Relationship of Parties.** The relationship of the Parties under this Agreement is, and is intended to be, that of independent contractors, and not that of partners, joint venturers, representatives, or agents of one another. No Party will have the power to bind or obligate any other Party.
- 4. Survival.** All representations and warranties, and all commitments (i) to indemnify, defend, hold harmless, or (ii) relating to confidentiality, limitations on liability, rights and obligations upon termination, and jurisdiction, and any other provision by its nature that is meant to survive shall survive any expiration or termination of this Agreement.
- 5. Assignment.** This Agreement executed hereunder may not be assigned by either Party (including to its Affiliates) without the prior written consent of the other Party hereto, which consent will not be unreasonably withheld. Any assignment or delegation made without the appropriate express written approval as required herein shall be null and void.
- 6. Entire Agreement.** This Agreement evidences the entire agreement and understanding between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements between the Parties concerning such transactions.
- 7. Further Assurances.** The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 8. Solicitation.** Licensee shall not solicit the employment of – nor employ – any Licensor personnel who has been directly involved in the development, sale, installation, or support of the Software for a period of 2 (two) years from the later of the termination of such individual's employment at Licensor or this Agreement termination date.
- 9. Governing Law; Venue.** This Agreement and the respective rights and obligations of the Parties therein shall be governed by the laws of the State of Italy without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The Court of Rome ("*Sezione per l'Impresa*") shall have the



exclusive jurisdiction over any actions or disputes related to this Agreement executed hereunder (including the interpretation of this provision).

10. Survival. Sections 2.1, 2.3, 2.7, 7 and 8 shall survive the termination of this Agreement for any reason.

11. Notice. Unless otherwise expressly provided in this Agreement, all notices to be given by either Party to the other Party shall be in writing and sent by electronic mail, registered airmail, courier service or hand delivery (the Formal Notice) to the following address or to other address or other number given in accordance with the Formal Notice by the other Party in case of change.

- To the Licensor
- To the Licensee

as set forth under the relevant section of the COMMERCIAL TERMS and or of the ORDER FORM.

12. Counterparts. This Agreement may be executed in one or more counterparts, by facsimile or otherwise, each of which, taken together, shall be deemed to constitute one original document.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

The Parties hereto agree that facsimile signatures shall be as effective as if originals.