

PRIMEUR GENERAL TERMS & CONDITIONS

Definitions

- **Client:** the entity to whom Primeur provides the Services and licenses on the Products.
- **Agreement:** collectively, the Offer, these General Terms and Conditions, any Special Terms and Conditions, and any other document that the Parties deem necessary to attach in order to better substantiate and/or specify the agreement between the Client and Primeur regarding the performance of the Services and the licensing the Products.
- **General Terms and Conditions:** this document.
- **Special Terms and Conditions:** any document containing the provisions derogating from the General Terms and Conditions and/or the annexes of which the Offer is composed.
- **Offer:** the contract document containing the economic proposal for certain Services and/or Products.
- **Party/Parties:** refers to Primeur and the Client jointly or separately.
- **Product(s):** Primeur® software products subject to licensing.
- **Service(s):** the activity or activities covered by the Offer and provided by Primeur.

1. Service Delivery Terms

- 1.1 All Services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable and trained personnel.
- 1.2 If the delivery of the Services requires specific actions to be carried out by the Client's personnel, any responsibility shall be borne by the latter for such activities undertaken with the assistance and/or consultancy of Primeur personnel, as well as for the outcome of such activities.
- 1.3 Primeur guarantees the provision of maintenance and support Services on the Products licensed to the Client only on environments (Operating Systems, Transaction Monitors, Databases, etc.) that are currently supported by their respective vendors. In default, Primeur's obligation to provide such Services shall be deemed terminated in accordance with Article 1256 of the Italian Civil Code.
- 1.4 Primeur reserves the right to discontinue the development and maintenance and/or support Services of its Products, with the sole obligation of notifying the Client of such discontinuation with at least 12 (twelve) months' prior notice and to refund any fee not enjoyed by the Client due to such discontinuation.
- 1.5 In case of Time & Material professional Services (a package of pre-defined days of specialist consultancy), it is agreed between the Parties that the package of days under the Agreement is valid for 12 months from the acceptance of the relevant Offer. Once this term—considered

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essential and mandatory— has elapsed, the package shall be deemed expired, even if not actually enjoyed by the Client.

- 1.6 In case of Fixed Price or Time & Material professional Services (pre-defined package of consultancy days), the Client undertakes, including but not limited to, the following obligations:
- providing Primeur personnel access to the required software and hardware resources as requested.
 - ensuring adequate availability of installation packages and valid licenses for all software necessary for Primeur's consulting activities;
 - providing adequate support to Primeur personnel, particularly through:
 - Subject Matter Experts (SMEs), i.e., experts who understand the Client's infrastructure requirements and business needs and who provide responses in an appropriate timeframe;
 - administrators with expertise in the relevant operating systems;
 - technical personnel able to provide, if necessary, access to the system environments for support and Services delivery;
 - validating and providing technical information relating to the current infrastructure.

2. Installation & Configuration – Training – Updates – Alteration by the Client

- 2.1 In case of an Offer concerning software licenses, the relevant installation and configuration activities of Primeur Products are generally included, detailed and quoted, unless otherwise expressly stated.
- 2.2 In case of an Offer concerning only maintenance and support Services, the relevant installation and configuration activities of Primeur Products are generally not included nor detailed, unless otherwise expressly stated.
- 2.3 Training activities for the Client's personnel are generally excluded from the Agreement, unless otherwise expressly stated.
- 2.4 Primeur reserves the right to suspend maintenance and support Services on the Products licensed to the Client until the Client has installed the latest Fixes and Minor versions made available by Primeur as part of the maintenance and support Service.
- 2.5 The Client acknowledges and agrees that: (i) failure to install the latest Fixes and Minor versions, or (ii) any attempt by the Client to alter a Product without having received instructions or written consent from Primeur, shall be at the Client's sole risk and may entail the licensed Products to become unusable or non-compliant with their respective documentation.
- 2.6 Under no circumstances will Primeur have any obligation to provide assistance for any Product that has been altered.
- 2.7 Except in case of a Best Effort support Service, Primeur shall have no obligation to provide assistance for any Product to which the most recent Fixes and Minor versions have not been properly applied.

- 2.8 Under no circumstances will Primeur be held liable or otherwise obligated for any claims relating to violations and/or errors in the Products and/or any non-compliance with the relevant user documentation that results from or is caused by: (i) any alteration made by the Client; (ii) missed installation of the most recent Fixes or Minor versions; or (iii) the use or combination of the Products with other applications not provided by Primeur, unless such error, violation, or non-compliance arises from the use of the Products as provided.

3. Late Payments – Reinstatement fee

- 3.1 In the event of late payments by the Client, the interests rates provided by Directive no. 2011/7/EU will be automatically applied and invoiced by Primeur.
- 3.2 In the event of defaulting payment terms of the fees due for Services and/or Products, Primeur shall have the right to immediately suspend both the Services and the licenses for the Products until regular payments are restored, and under no circumstances shall Primeur be held liable for such suspension.
- 3.3 After 30 days from the suspension of the Services, if the Customer's default persists, Primeur may terminate the Agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code.
- 3.4 The suspension of the Services or the termination of the related Agreement shall not affect the Client's right to use the Products for which a valid license has been obtained and paid, nor shall it entail the loss of the relevant usage rights.
- 3.5 If the Client wishes to reactivate the maintenance and support Service after the Agreement termination for any reason, the Client will be required to pay the fee due for the period following such reactivation, in addition to the fees due for the entire period elapsed since expiration, increased by interest and a further 50% of the Service fee quoted in the latest Offer submitted ("reinstatement fee").

4. Limitation of Liability

- 4.1 Except in cases of gross negligence or willful misconduct by Primeur, in no event shall Primeur be held liable for damages or losses that exceed, in the aggregate, for each respective violation or series of violations related to the Agreement, the amount paid in relation to the Service and/or to the Product for the time frame in which the breach occurred.
- 4.2 Primeur shall be only bound by an obligation of means and does not guarantee a specific result. Therefore, in no case the resolution of a problem occurred within the scope of the Agreement is guaranteed. However, at its absolute discretion, Primeur undertakes to devote the most appropriate resources in order to reach a solution in the shortest possible time, without this resulting in any right for the Client.

5. Assignment of the Agreement – Code of Ethics – Governing Law – Jurisdiction

- 5.1 The Client may not transfer its rights and obligations under the Agreement to third parties without Primeur's written consent, which shall not be unreasonably withheld, without prejudice to the application of compensation mechanisms in favour of Primeur.
 - 5.2 The Client acknowledges to be aware of the principles of integrity, correctness, and transparency that inspire Primeur in the performance of its activities, as outlined in the Code of Conduct available on the website <https://www.primeur.com/compliance>.
 - 5.3 Accordingly, the Client undertakes to perform its obligations under this agreement with the utmost accuracy and professionalism, also undertaking to comply with all applicable laws and regulations, as well as with the rules of professional ethics relating to the exercise of its own activity, and to comply with the aforementioned principles of integrity, correctness and transparency. Therefore, within the performance of the agreement, in no case the Client shall be entitled by Primeur to put in place actions, behaviors or practices that can imply, even if only potentially, any violations of the aforementioned provisions and principles, even where the aforementioned actions, behaviors or practices carried out by the Client or on his behalf, and not solicited for any reason by Primeur, are committed, directly or indirectly, in the interest or to the advantage of the latter. Violation of the principles set out in the Code of Ethics by the Client constitutes a serious breach of contract and in such case Primeur may terminate this agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code.
 - 5.4 This agreement is governed by, and must be interpreted according to, Italian law, without regard to its conflict of law provisions.
 - 5.5 The Parties agree to cooperate in good faith in the event of any disputes arising from or related to the interpretation, performance, or termination of the Agreement.
- Thus, the interested Party shall send written notice to the other Party containing the subject of the dispute and suggesting a solution. In the event that an amicable agreement is not reached within thirty (30) calendar days from receipt of the aforementioned notice, each Party shall be free to take legal action to protect its own interests.
- The Parties shall retain the full right to immediately take action to obtain precautionary and urgent measures.
- 5.6 Without prejudice to the provisions above, any disputes between the Client and Primeur relating to the Agreement shall be subject without exception to the exclusive jurisdiction of the Court of Milan.

6. Processing of personal data

- 6.1 In order to carry out the Services covered by the Offer, Primeur needs to process a limited amount of personal data (contact details) relating the Client's designated personnel. Therefore, in compliance with the applicable data protection regulations, a Data Processing Agreement (DPA) must be signed.

- 6.2 If, due to the specific nature of the issues to be managed or the type of activity carried out by the Client, it is necessary to integrate the Data Processing Agreement (DPA) in order to allow Primeur to process additional categories of data or data relating to additional data subjects, Primeur remains available to evaluate such grounds, terms and conditions.
- 6.3 However, whether necessary, Primeur declares and guarantees that it can lawfully disclose to the Client the personal contact data of its own personnel involved, in compliance with applicable law and for the purpose of performing the Services.

7. Confidentiality

- 7.1 Primeur and the Client undertake to adopt adequate security measures and to treat with the utmost confidentiality all data, elements and information of confidential nature relating to the other Party, its products and customers, of which they may become aware in the execution of the Services. Confidential information for which the above obligation of confidentiality exists will not include information or data already in the public domain.
- 7.2 The confidentiality obligations set forth in this article will be effective from the date of acceptance of the submitted Offer and will remain valid after the end of the Services, for a period not exceeding six (6) months.