



## GENERAL TERMS AND CONDITIONS OF CONTRACT PROVISION OF IT SERVICES

### PREAMBLE

These **General Terms and Conditions of Contract** — together with any specific conditions contained in the Contractual Offer and the Service Level Agreements (SLAs), where applicable — govern the terms and conditions for the provision and use of all IT services supplied by RigenerAI S.r.l. (hereinafter referred to as the "Supplier").

Acceptance by the Client of these General Terms and Conditions of Contract, published and always available for consultation on the website [www.rigenerai.com](http://www.rigenerai.com), is a necessary and indispensable requirement for the provision and use of the services offered by the Supplier, as is the acceptance of the Contractual Offer, of any other document necessary for the correct performance of the Contract, and of any applicable Service Level Agreements.

By expressly accepting these General Terms and Conditions of Contract, the Client declares to have read, fully understood, and accepted all the contractual clauses contained herein, and undertakes, from this moment, to read and accept all future amendments, additions, and/or updates thereto, which will be adopted and simultaneously published by the Supplier on its website at the aforementioned address.

These General Terms and Conditions of Contract are divided into two distinct sections: "General Provisions" (Sec. I); "Software Development, Maintenance and Support Contracts" (Sec. II).

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### SECTION I — GENERAL PROVISIONS

#### 1. SCOPE OF APPLICATION OF SECTION I

**1.1.** The provisions contained in this Section I, of a general nature, unless otherwise agreed between the Parties, apply to all supplies of goods and/or services by the Supplier, subject to any specific derogations contained in subsequent sections of these General Terms and Conditions of Contract.

#### 2. PREAMBLE

**2.1.** The preamble forms an integral part of these General Terms and Conditions of Contract.

**2.2.** This clause, and the subsequent ones, constitute — pursuant to Art. 1341 para. 1 of the Italian Civil Code — the conditions of the Contract resulting from the Client's acceptance of the Contractual Offer (and any related attachments).

#### 3. INSURANCE

**3.1.** The Supplier, by virtue of the services provided, declares to have taken out a liability insurance policy with a leading insurance company.

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## 4. EXPRESS TERMINATION CLAUSE

**4.1.** Pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, in the event of non-compliance with the provisions of Articles 20.2 (payment of fees), 20.3 (unauthorised interventions on the software), 32.1 (non-assignability), 43.7 (payment of fees), the Supplier shall be entitled to declare the Contract terminated by operation of law and to retain as a penalty any amounts received from the Client as a deposit or advance, even for services not yet performed or otherwise not yet used by the Client, and to demand full payment of the amount agreed for the provision of the requested service or services. The Supplier's right to seek compensation for any further damage shall remain unaffected in any event.

## 5. WITHDRAWAL AND PENALTY CLAUSE

**5.1.** In the event of unilateral withdrawal from the Contract by the Client, the Supplier shall be entitled to retain as a penalty any amounts received as a deposit or advance, even for services not yet performed or otherwise not yet used by the Client, and to demand full payment of the amount agreed for the provision of the requested service or services. The Supplier's right to seek compensation for any greater damage suffered shall remain unaffected in any event.

**5.2.** The Supplier may withdraw from the Contract with immediate effect, upon written notice, in the event that: a material change occurs in the ownership structure and/or control of the Client's business; the Client is placed in liquidation or ceases its business activities; an application is filed to subject the Client to any insolvency proceedings.

## 6. FORCE MAJEURE

**6.1.** Neither Party shall be liable to the other for damages, losses, or inability to perform arising from natural disasters, war, pandemics, or any other entirely unforeseeable cause beyond its control. The above exemption from liability is subject to written notice to the other Party of the force majeure event. Such notice must be given by the affected Party to the other Party within 2 (two) days of the occurrence of the event or from when such notice becomes possible. Should the force majeure event persist for more than 7 (seven) days, the Parties shall agree on any necessary amendments to the Contract.

## 7. CONFIDENTIALITY AND NON-COMPETITION

**7.1.** The Parties undertake to keep confidential, not to communicate and/or disclose to third parties, and not to use — except for the purpose of fulfilling the obligations under the Contract and within the limits previously agreed in writing — any commercial, administrative, marketing, financial and/or other information relating to the other Party that becomes known to them during and/or in connection with the contractual relationship, except for information that is in the public domain.

**7.2.** The Parties undertake to keep confidential and not to communicate and/or disclose to third parties the terms and conditions of the Contract, except for information strictly necessary to perform the Contract and/or required by Authorities pursuant to mandatory provisions of law.

**7.3.** The Parties shall take all necessary steps, including with respect to the personnel they may directly and/or indirectly employ, to ensure effectively and fully the confidential nature of the aforementioned information. This Article shall remain

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valid and effective after the termination of the Contract — for any reason — for a period of 1 (one) year from its termination.

**7.4.** The Parties undertake not to engage in any way — directly or indirectly — in competitive practices detrimental to each other.

**7.5.** The Parties undertake not to hire any member of the other Party's staff without having obtained prior written consent from the latter; this applies throughout the duration of the Contract and for the 12 months following its termination. In the event of a breach, the injured Party's right to seek compensation for all damages suffered shall remain unaffected.

## **8. DATA PRIVACY**

**8.1.** The Client guarantees the Supplier that all data transferred to the Supplier for the provision of the requested services have been lawfully obtained in compliance with applicable privacy legislation.

**8.2.** The Client shall indemnify and hold the Supplier harmless from any type of damage, claim, cost, or expense arising directly or vis-à-vis third parties as a result of the Client's non-compliance with privacy obligations.

**8.3.** Personal data provided by the Client may be processed solely for the performance of the Contract and to fulfil legal obligations to which the Data Controller is subject. Data may only be processed by: authorised subjects; data processors or independent data controllers to whom data may be communicated for reasons of public interest or in fulfilment of legal obligations. The Client's data may also be communicated to parent companies. The names and addresses of such subjects are available upon request from the data subject. With regard to the exercise of data subject rights and other rights provided for under Art. 13 of Regulation (EU) No. 679/2016, reference is made in full to the Client privacy notice provided.

**8.4.** Where the service involves processing of (personal or special category) data on behalf of the Client, of which the Client is the data controller pursuant to Regulation (EU) No. 679/2016, the Supplier undertakes to accept appointment as Data Processor for such processing pursuant to Art. 28 of the same Regulation, by means of a separate instrument attached to this Contract, which the Parties reserve the right to formalise by the date of commencement of the service. In the event of an authorised assignment of the Contract, subcontracting, or sub-supply, the Supplier undertakes to ensure that the assignee/subcontractor/sub-supplier accepts any appointment as Data Processor. In carrying out such data processing activities, the Supplier undertakes to comply with the provisions of Regulation (EU) No. 679/2016 and of Legislative Decree No. 196/2003 as amended by Legislative Decree No. 101/2018, as well as any instructions given by the Client.

## **9. JURISDICTION AND APPLICABLE LAW**

**9.1.** For any and all disputes relating to the interpretation, performance, and termination of the Contract and these General Terms and Conditions of Contract, the Parties agree that the Court of Bergamo shall have exclusive jurisdiction.

**9.2.** Each Contract to which these General Terms and Conditions of Contract apply shall be governed by Italian law.

## **10. REGISTERED ADDRESS OF THE PARTIES — REFERENCE**

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**10.1.** The Parties shall be domiciled at their respective registered offices.

## **11. NOTICES AND FORMALITIES — REFERENCE**

**11.1.** All notices and other communications relating to the Contract shall be made in writing and sent by email, fax, or certified electronic mail (PEC), to the address provided by the Client to the Supplier and vice versa.

## **12. ENTIRE AGREEMENT**

**12.1.** No amendment to or endorsement of the Contract shall be binding between the Parties unless specifically approved in writing by both.

## **13. INTERPRETATION OF THE CONTRACT**

**13.1.** The possible invalidity or ineffectiveness of one or more contractual clauses shall not in any way affect the validity or effectiveness of the other contractual clauses.

**13.2.** In the event of a conflict between the provisions of these General Terms and Conditions of Contract and any different terms agreed in writing between the Parties in the Contractual Offer, the latter shall prevail pursuant to Art. 1342 of the Italian Civil Code.

## **14. AUTHORISATION TO SUBCONTRACT**

**14.1.** Without prejudice to the Supplier's direct liability towards the Client for the performance of the activities set out in the Contract, it is understood that the Supplier may use third-party suppliers or professionals selected by it to carry out such activities.

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## **SECTION II — SOFTWARE DEVELOPMENT CONTRACTS**

### **15. SCOPE OF APPLICATION OF SECTION II**

**15.1.** The provisions contained in this Section II exclusively govern Contracts concluded between the Supplier and the Client for the development and concurrent granting of a use licence (or sale) of customised software, as well as consulting, maintenance, and/or software support services provided.

### **16. SUBJECT MATTER**

**16.1.** The subject matter of these General Terms and Conditions consists of the set of services that the Supplier undertakes to provide — as described in detail in the Contractual Offer and outlined in the subsequent paragraphs of this article — in accordance with the service standards and levels established for each individual service as governed and specified in a separate agreement (where applicable).

**16.2.** Where expressly provided in the Contractual Offer, the supply and grant of a non-exclusive, non-duplicable, and non-transferable use licence, intended for the Client's own use, of an original software program developed by the Supplier or of a software program entirely or partly owned by third parties, developed and/or customised by the Supplier as provided in the Contractual Offer. It is specified that the grant of the licence does not include — unless expressly provided in the Contractual Offer — the right for the Client to request and obtain technical and design information, nor availability of the source code, which remains the exclusive

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property of the Supplier or of the respective owner. The Parties may agree that the intellectual property of the developed software be assigned to the Client; however, this must be mentioned in the Contractual Offer; if the Contractual Offer does not specify anything in this regard, the intellectual property of the developed software shall belong to the Supplier. It is further specified that in the case of mere consultancy by the Supplier for the development of software, the intellectual property shall remain with the Client.

**16.3.** Where expressly provided in the Contractual Offer, program updates limited to the following: release of any new versions of the program (major and minor releases); elimination of any defects and/or malfunctions of the program and patching; adaptation of the program following subsequent legislative amendments, unless such changes entail functional enhancements or substantial modifications: such enhancements and/or modifications shall not be included in the Contract and shall be the subject of a separate and specific agreement between the Parties.

**16.4.** Where expressly provided in the Contractual Offer, provision of telephone support services regarding the operational features of the program, exclusively for the duration, with the content and in the manner provided in the Contractual Offer.

**16.5.** Where expressly provided in the Contractual Offer, customisation, through development based on specific instructions provided by the Client, of a software program, excluding — unless otherwise provided in the Contractual Offer — the supply of the source code relating to the customised program.

**16.6.** Where expressly provided in the Contractual Offer, the secondment of qualified employees and consultants of the Supplier to be used by the Client for the development and/or modification and/or maintenance and/or use of the Software (so-called "Time and Material" activities).

**16.7.** Where expressly provided in the Contractual Offer, the preparation of one or more feasibility studies concerning the development and/or use and/or modification and/or maintenance and/or other activities relating to the developed program and/or the Client's own programs requiring modifications and/or support and/or maintenance.

**16.8.** Where expressly provided in the Contractual Offer, consulting services, whether ongoing or occasional, other than and/or supplementary to other activities covered by the Contract.

**16.9.** Where expressly provided in the Contractual Offer, the supply and grant of a non-exclusive, non-duplicable, and non-transferable use licence, intended for the Client's own use, consisting of remote access to an application prepared by the Supplier and to the services connected thereto (Software as a Service).

**16.10.** The subject matter also includes all ancillary, preparatory, necessary, or merely useful services for the performance of the requested services, such as, by way of example but not limited to, meetings, business trips, etc., the costs of which shall be fully passed on to the Client based on the rates communicated to the Client. Such services must also be authorised in writing by the Client, with the exception of activities that, due to urgency or the need to avoid greater damage, the Supplier carries out even before obtaining such authorisation.

## 17. EXCLUSIONS

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**17.1.** The following services are excluded from the Contract, unless expressly provided in the Contractual Offer: training, instruction, and staff development courses for the Client's personnel; data salvage or restoration operations, even if requested following malfunctions or damage to equipment relating to magnetic media containing data, for which it is the Client's responsibility to maintain appropriate backup copies and to know the procedures to be followed for restoring the original content from such copies; data entry, the creation of libraries, and any other data-entry activities requested for any reason; connection costs relating to the use of the telephone line; data backup prior to activating modifications and subsequent restoration thereof.

## **18. SUPPLIER'S OBLIGATIONS**

**18.1.** The Supplier undertakes to carry out all activities provided for in the Contractual Offer within the time limits and in the manner provided therein, with the utmost diligence, optimally organising and coordinating its staff.

**18.2.** The Supplier reserves the right to entrust part of the Services to specialised companies and/or competent external consultants. It is understood that, should the Supplier engage third parties for the performance of the activities covered by the Contract, the Supplier shall be liable for their conduct.

**18.3.** The Supplier undertakes to comply, in relation to its agents and/or employees, with all applicable legislative and regulatory provisions in the areas of employment and social security, as well as the provisions of applicable collective bargaining agreements, regardless of its membership in any trade association, ensuring that its agents and/or employees receive treatment in accordance with such provisions. The Supplier shall exercise, exclusively and with full autonomy, the organisational, management, and disciplinary powers over the employees used for the correct performance of the activities under this Contract.

**18.4.** The Supplier guarantees compliance with health and safety regulations and, in the case of activities carried out at the Client's premises or at other locations designated by the Client, undertakes to take all necessary and/or appropriate actions to ensure that its personnel complies with the instructions received from the Client and with occupational health and safety laws, including with regard to the equipment, materials, and installations in its use, adopting appropriate preventive measures.

## **19. SUPPLIER'S LIABILITY**

**19.1.** The Supplier warrants against defects, flaws, or non-conformities of performance solely and exclusively in the cases provided by law — and in accordance with the specifications in the following Art. 29 — guaranteeing exclusively the professional competence of the individuals employed, with the exclusion of any express or implied warranty of fitness for a particular purpose. Also excluded is any liability of the Supplier for any damages suffered by the Client arising from defects occurring subsequently or attributable to: failure to update the Program in accordance with the versions supplied by the Supplier or installation of updates not directly developed by the Supplier; incorrect or non-functioning of the IT environment and operating system; improper or non-use of the program by the Client.

**19.2.** Except in cases of wilful misconduct or gross negligence, and except as provided by mandatory provisions of law, the Supplier's liability shall be limited to an

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amount equal to what the Client has paid in connection with the relationships governed by the Contract during the 12 (twelve) months preceding the occurrence of the event giving rise to the damage; however, compensation shall in any event be limited to the specific commissioned activity that caused the damage, prorated against the total amount paid by the Client. It is understood that the Supplier shall only be liable for immediate and direct damages, with the exclusion of any liability for indirect damages (including, by way of example, damages for loss of profits, business interruption, loss of data and/or information, etc.).

**19.3.** The Supplier shall not be liable for any malfunctions of third-party programs, even if installed or integrated with its own programs for the purpose of providing the program.

**19.4.** It is also understood that the Supplier shall not be liable for any malfunctions of programs resold and/or licensed on behalf of third parties, or purchased directly by the Client, even where the Supplier has implemented modifications thereto at the express request of the Client.

## **20. CLIENT'S OBLIGATIONS**

**20.1.** The Client is required to provide maximum cooperation with the Supplier for the proper performance of the activities provided for in the Contract.

**20.2.** The Client is required to pay promptly the fees due to the Supplier as provided for in the Contract and the Contractual Offer.

**20.3.** The Client shall refrain from tampering with, modifying, converting, reverse-engineering, decompiling, or disassembling the program, and from tampering with, modifying, or removing the logo and trademarks or any other element attesting to ownership of the program. In the event that the program is owned, even only partially, by third parties, the Client undertakes to comply with the relevant licence and usage conditions, hereby indemnifying the Supplier from any liability arising from the Client's conduct contrary to or otherwise not in compliance with such conditions.

**20.4.** The Client shall promptly obtain and provide to the Supplier all necessary consents to allow the Supplier to access, use, and/or modify software, hardware, firmware, and other products and services used by the Client for which the Supplier is to provide services under this Contract. "Necessary consent" means any consent and/or authorisation required to grant the Supplier and its personnel the right to provide the services or the licence to access, use, and/or modify (including by creating derivative works) the software, hardware, firmware, and other products used by the Client without infringing any property rights or licences (including patents and copyrights) of the vendors or owners of such products. The Client undertakes to indemnify, defend, and hold the Supplier harmless from and against any claims, losses, liabilities, and damages (including legal costs and expenses) arising from or in connection with any claim for damages (including patent and copyright infringement) brought against the Supplier as a result of the Client's failure to obtain the necessary consents. Should the Client be unable to obtain the necessary consents, it shall promptly inform the Supplier. The Supplier shall be excused from performing any obligation that may be compromised by the Client's failure to promptly obtain the necessary consents.

**20.5.** The Client undertakes, for the entire duration of the Contract and for the 18 (eighteen) months following its expiry, not to hire or enter into any collaborative

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relationship — for any reason or cause — with the personnel and/or collaborators of RigenerAI S.r.l. employed in the performance of the Contract. In the event of a breach of this prohibition, the Supplier shall be entitled to terminate the Contract pursuant to Art. 1456 of the Italian Civil Code and to demand, in any case, the payment as a penalty of a sum equal to one man-year of work per person diverted, based on the applicable rates, without prejudice to compensation for any greater damage suffered.

## **21. SOFTWARE AND APPLICATION DESIGN PHASE — CLIENT'S OBLIGATIONS**

**21.1.** The Client undertakes to clearly communicate to the Supplier all the requirements it intends to fulfil with the program to be developed, i.e., the objectives it intends to achieve. To this end, unless otherwise agreed between the Parties, an analysis document shall be drawn up in collaboration with the Supplier, which must necessarily contain all information useful for the Supplier to fully understand the Client's needs.

**21.2.** The analysis document shall provide for and define: the objectives the Client wishes to achieve with the commissioned program; the operating environment, operating systems, database management system, and any software not covered by the supply with which the program to be developed must interact; the IT environment on which the installation and/or configuration of the program requested by the Client is to be carried out.

**21.3.** The Client undertakes, in any event, to provide the Supplier with all information necessary for the software project, as well as to communicate any changes and/or variations to the data and elements provided at the time of conclusion of the Contract that may arise during its performance, prior to testing and/or final delivery.

**21.4.** The analysis document shall be signed for acceptance and approval by both Parties, whereupon the Supplier shall proceed to draft the Contractual Offer, with the Software Project attached, specifying: the estimated development timescales and costs of the customised software; the technical specifications thereof; the acceptance procedure to be used in the final and intermediate verification stages; the total resources that the Client shall make available to the Supplier during the performance of the Contract.

**21.5.** All activities not specifically indicated in the Contractual Offer and the attached Software Project shall be the sole responsibility of the Client.

**21.6.** The Client, having expressly accepted the analysis document, shall not subsequently make any additional requests and/or modifications without these being considered by the Supplier as a new and separate project.

**21.7.** The Client is furthermore aware that the ultimate purpose of the assignment given to the Supplier is the development of software in accordance with the precise instructions provided in paragraph 1 of this article. The Client therefore expressly accepts that the source code designed by the Supplier shall be structured and developed in accordance with the implementation strategies, technologies, and techniques deemed most appropriate by the Supplier, without being able to raise any objection in the future in this regard (even if the intellectual property of the software is transferred to third parties).

## **22. CLIENT'S COOPERATION IN SOFTWARE AND APPLICATION SUPPLY**

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**22.1.** The Client undertakes to cooperate with the Supplier for the purpose of the Supplier's correct fulfilment of the contractual obligations assumed towards the Client. In particular, the Client undertakes to: make the operating environment necessary for the functioning of the commissioned program (hardware, operating system, etc.) promptly available in accordance with the Supplier's instructions; make available to the Supplier collaborators and/or employees, premises, hardware, software, data, telecommunications facilities, and access to IT environments; participate in the determination of technical specifications, testing, commissioning, and all other types of verification of the Software; subject the software to thorough testing to verify the absence of defects and actual usability prior to commencing operational use (this also applies to programs supplied under warranty, as part of maintenance activities, or as accessories to the program); take appropriate precautionary measures in the event of partial or total malfunction of the program, such as, by way of example: data backup, thorough diagnosis of the IT system, periodic verification of results obtained through use of the system.

## **23. AMENDMENTS TO THE SOFTWARE PROJECT**

**23.1.** The Client must communicate any amendments to the software project no later than 15 days after signing the Contractual Offer.

**23.2.** Any amendments to the software project requested by the Client after the deadline provided in the preceding paragraph, and in any event any software modification requiring technical, graphical, and/or consulting interventions, must be agreed between the Parties, and for such modifications the Client shall pay the Supplier additional fees to be quantified on the basis of the Supplier's prices in force at the time of the request.

**23.3.** The Parties agree that the implementation of the additional variations referred to in the preceding paragraph may result in a postponement of the delivery deadlines.

**23.4.** Any modifications to the Software Project and/or delivery timescales and related costs determined by the Supplier in the course of the work shall be promptly communicated to the Client for express acceptance, which must occur within 5 days of such communication, failing which the Supplier shall proceed with the work and charge the additional costs at final billing, delivering within the new timescales communicated.

## **24. DELIVERY AND SUSPENSION OF WORKS FOR SOFTWARE AND APPLICATION SUPPLY**

**24.1.** The delivery deadlines for the program, as specified in the Contractual Offer and the attached Software Project, run from the Client's acceptance thereof and/or from the signing for acceptance of the amendments to the Software Project within the time limits and in the manner provided by Art. 9.

**24.2.** Suspension of the performance of the Contract is permitted in the event of circumstances that objectively impede the continuation of the activities covered by the Contract, force majeure events, or other special and exceptional circumstances that prevent the performance or proper execution of such activities.

**24.3.** Should the works be suspended at the Client's request, the Supplier shall be entitled to an extension equal to the period of suspension on the testing and final delivery deadline.

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**24.4.** Should the works be suspended at the Client's request, due to causes attributable to the Client, for a period exceeding 30 days, the Supplier shall be entitled to an indemnity equal to 15% of the agreed contractual fee.

**24.5.** Should the suspension at the Client's request continue for more than 6 months, the Supplier shall be entitled to withdraw from the Contract.

**24.6.** In the event that the program development activity cannot be carried out and completed within the timescales indicated in the Contractual Offer and the attached Software Project due to proven and unforeseeable technical reasons of an objective nature, such as, for example, requirements arising from specific requests of the Client, the Supplier shall promptly inform the Client of the reasons and extent of the delay, also communicating any variations in time and corresponding price variation. In the latter case, the Supplier shall promptly communicate a new and revised quotation to the Client, which, if not accepted within 10 days of receipt, shall be deemed tacitly accepted and the Supplier may resume the works in the meantime suspended.

## **25. FINAL VERIFICATION OF SOFTWARE AND APPLICATIONS**

**25.1.** The Supplier shall proceed with the installation and configuration of the program on the Client's hardware equipment so that the Client may carry out the final verification operations in accordance with the specifications set out in the Software Project.

**25.2.** The Client is obliged to carry out the final verification operations provided for in the Software Project and to report in writing any failures of one or more tests in the procedure within 15 working days of completion of the installation and configuration operations carried out to enable the verification.

**25.3.** After the verification deadline has elapsed, the program shall be deemed accepted and the Client's obligation to pay the fee becomes due, if no objection has been received by the Supplier within the deadline referred to in the preceding paragraph.

**25.4.** The Client who has accepted conduct of the program that differs from the specific indications contained in the Software Project shall not be entitled to assert any warranty claim in respect of such non-conformity.

**25.5.** In the event of a negative outcome of the verification, the Supplier is required to take charge of the request for resolution of the defects found within 30 working days and to resolve them within the necessary timeframes to be communicated to the Client.

## **26. DELIVERY OF SOFTWARE AND APPLICATIONS**

**26.1.** After the deadline for the final verification of the program has elapsed, the Supplier shall proceed, where provided and agreed with the Client, with the installation and configuration thereof on the hardware equipment located at the Client's premises, so that the program is ready for use within the deadline agreed in the Contractual Offer and the attached Software Project.

**26.2.** The Supplier is not required to carry out any further configurations and/or installations beyond the initial ones, unless these are necessitated by program defects or errors in the initial operations.

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**26.3.** The Supplier shall deliver, simultaneously with the program or in any event within 15 days of delivery, any operational manuals for the installation, configuration, and use of the program, and the related explanatory technical documentation (where provided and agreed with the Client).

**26.4.** The Supplier shall also, where requested by the Client, train the personnel responsible for using the program at the Client's premises, for a number of sessions agreed in the Contractual Offer.

**26.5.** The Client undertakes to pay additional fees to the Supplier where additional support days beyond those provided in the preceding paragraph are required, the cost of which shall be determined based on the Supplier's prices in force during the period in which they are provided.

**26.6.** Should the Client, following training, not request additional training days, the Client shall not be entitled to raise complaints regarding malfunctions and/or incorrect use of the program resulting from incorrect, negligent, or unskilled use of the software.

**26.7.** Where previously agreed with the Client, the Supplier shall deliver to the Client all technical documentation relating to the project completed, where available.

## **27. SOFTWARE AND APPLICATION USE LICENCE**

**27.1.** The software — except in cases of direct sale (which includes the transfer of the source code and software ownership rights, as possibly specified in the Contractual Offer and further detailed in Art. 16.2 of these General Terms and Conditions of Contract) — is the property of the Supplier and is subject to national, EU, and international regulations protecting intellectual property rights granted under licence.

**27.2.** The Supplier grants the Client a non-exclusive and non-transferable software use licence. All rights not expressly assigned are reserved to the Supplier, which in particular retains the intellectual property and all copyright in relation to the software, the configurations of any accessory or protection hardware devices, and the informational and explanatory documentation accompanying the software. This applies even if such items were created with the Client's collaboration or based on the Client's instructions.

**27.3.** The licensed Client shall be entitled to: use the software within the limits set out in these General Terms and Conditions and in the Contractual Offer; install the software licence to the extent necessary for its authorised use, including one backup copy to support the use of the software. Should the licence relate to an update of an already-installed Supplier software, the previous version may no longer be used after such update.

**27.4.** The licensed Client — except in cases of direct sale — shall not: obtain the software in source format, nor have access, even in part, to the related logical and/or design documentation; copy or otherwise reproduce the software or parts thereof, subject to the possibility of making backup copies of the software during its period of use, if such backup is necessary to safeguard the correct use of the software; modify, reverse-engineer, decompile, or reassemble the software or parts thereof, without the Supplier's express written authorisation; create derivative products from the software or make copies, translate, or alter documents of any kind in which the Supplier holds any intellectual property right; sub-license, rent or lease, or transfer

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the software to third parties in any capacity, without the Supplier's express written authorisation; incorporate the applications created by the Supplier, even in part, into its own or third parties' documents, or use them outside the purposes provided for in the Contract.

**27.5.** If the Client becomes aware of any unauthorised third-party access to the licensed software, or of any facts that may put the proprietary rights thereto at risk, it shall promptly notify the Supplier. In such case, the Client shall take all reasonable measures to prevent and/or halt such unauthorised access.

**27.6.** The right to use the program is conditional upon full payment of the agreed fee. Should the Client be in arrears with payment, after a reasonable period of time has elapsed, the Supplier shall be entitled, without prejudice to its other rights, to prohibit the use of the program until the Client has regularised its payments. It is understood that all rights to services, final products, work products, and all intellectual property rights incorporated therein, including techniques, know-how, or service processes and/or final results developed or to be developed for the Client, shall be the sole and exclusive property of the Supplier.

**27.7.** The Client shall ensure that any person within its organisational sphere who is legitimately authorised to use the licensed software complies with the provisions of these General Terms and Conditions and, in particular, the limitations on use of the licence.

**27.8.** It is understood between the Parties that all rights granted — in particular copyright, patent rights, and industrial property rights — belong exclusively to the Supplier, even in cases where the works are created based on the Client's instructions or in cooperation with the Client.

**27.9.** Unless otherwise agreed in writing between the Parties, the Client is granted a simple right of use for the purposes of managing its internal business activities.

**27.10.** The Supplier shall be entitled — unless the Client provides written notice within 10 days of delivery of the software — to reproduce on any web pages that may form part of the software its own trademark and/or a link to its own website or email addresses, for distinctive and "signature" purposes of the software and/or its components.

**27.11.** The duration of the software use licence shall be agreed between the Parties on a case-by-case basis and specified in the Contractual Offer.

## **28. DIRECT SALE OF SOFTWARE AND APPLICATIONS**

**28.1.** The direct sale of programs and/or applications to the Client shall include the delivery of the source code, any technical documentation in the Supplier's possession, as well as the transfer of all ownership rights from the Supplier to the Client, and shall be governed by applicable legislation on the sale of goods.

**28.2.** The fee for the sale of the software shall be determined on a case-by-case basis in the Contractual Offer.

## **29. WARRANTIES IN THE SUPPLY OF SOFTWARE AND APPLICATIONS**

**29.1.** The Supplier undertakes to guarantee — to the exclusion of the service referred to in Art. 16.1 and solely in cases of supply of the "project-based" Program — from the date of acceptance of the software, for the period specified in the Contractual Offer and the attached Software Project, the maintenance and/or

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modification interventions necessary to eliminate any non-conformities of the developed software with the technical and functional specifications agreed with the Client.

**29.2.** The warranty shall not be owed by the Supplier where the Client has accepted the work and the non-conformities or defects were known to or recognisable by the Client.

**29.3.** Any anomaly must be reported, under penalty of forfeiture, within no more than 15 days of its discovery.

**29.4.** The warranty is excluded in the event of use of the software not in accordance with the instructions set out in the user manual provided to the Client, or for facts directly attributable to the Client, third parties, or causes not attributable to the Supplier.

**29.5.** The warranty referred to in this article is limited to 1 (one) month, commencing from the date of delivery of the program.

## **30. FEES**

**30.1.** The fees and the terms of payment and invoicing are set out in the Contractual Offer.

**30.2.** Where a subscription fee is provided for the program update and maintenance and/or support and/or telephone assistance service, the relevant amount may be subject to variations and adjustments should the Client decide to implement new modules or functionalities to the programs originally purchased.

**30.3.** In the event of non-payment of even just one of the agreed fees, or, where applicable, of a single instalment of the subscription fee, the Supplier may at its sole discretion revoke the software use licence and/or access to the services referred to in Art. 2 paragraph 8 and, without prejudice to any other legal remedy, terminate the Contract by operation of law pursuant to Art. 1456 of the Italian Civil Code, or suspend the performance of its contractual obligations, without prejudice also in such case to any other legal remedy. The revocation of the software use licence and/or the suspension of any service linked to the non-performance referred to in this paragraph shall entail the possible deletion of the Client's data; in such case no liability may be attributed to the Supplier.

**30.4.** In the event of late payment, default interest and reimbursement of debt recovery costs shall be due from the expiry of the payment deadline.

**30.5.** Fees shall be updated annually, automatically and without the need for any request in any form from the Supplier, at a rate of 100% of the absolute variation of the ISTAT index (consumer price index for blue-collar and white-collar worker families) relating to the preceding 12 (twelve) months, without this giving rise to any right of withdrawal from the Contract.

**30.6.** An increase in fees resulting from an increase in the prices of raw materials shall not give rise to a right of withdrawal from the Contract.

**30.7.** Invoicing shall be carried out in accordance with the terms set out in the Contractual Offer.

**30.8.** The Client shall pay VAT on the Supplier's invoices at the rate and in the manner prescribed by law. It shall be the Client's responsibility to indicate and

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document any grounds for exemption, reduction, or differentiation of the applicable rate.

## 31. PROHIBITION OF ASSIGNMENT

**31.1.** The Contract may not be assigned, nor may the Licence be assigned, leased, loaned, or transferred to third parties in any form without the Supplier's written consent; any extensions of the software use licence to third parties shall be governed by specific and separate agreements.

## 32. DURATION

**32.1.** Unless otherwise expressly provided, the Contract takes effect from the date of signing and has the duration indicated in the Contractual Offer.

**32.2.** With regard to services only, unless otherwise provided in the Contractual Offer, the Contract shall be tacitly renewed at the end of the originally agreed period for successive periods of 12 (twelve) months, under the conditions in force at the time of renewal, unless either Party gives notice of termination by certified electronic mail or registered post with acknowledgement of receipt, no later than 90 (ninety) days before the expiry date.

**32.3.** In the event that the Contract is concluded during the course of the year, the services referred to in Art. 2 paragraph 3 — if applicable — shall in any event expire on 31 December of the year of execution, subject to tacit renewal, if applicable, pursuant to the preceding paragraph.

**32.4.** It is specified that the services referred to in Arts. 16.3 (program update) and 16.4 (telephone support) are inextricably subordinate to and connected with the software use licence referred to in Art. 16.1 and/or the purchase of the services referred to in Art. 16.9, with the consequence that should the latter cease for any reason, the Client shall no longer be able to avail itself of such services without purchasing a new licence or renewing the purchase of the services.

**Place, Date**

**Client's Signature**

**Pursuant to and for the purposes of Arts. 1341 and 1342 of the Italian Civil Code, the Client, having carefully and specifically read the above-mentioned General Terms and Conditions of Contract, expressly approves and accepts the following articles: 4, 5, 8, 9, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 29, 31, 32.**

**Place, Date**

**Client's Signature**

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