

The following terms are applicable to contractual relationships between aqumo technologies (hereafter AQUMO) and any individual or legal entity, consumer or professional, under private law or public law (hereafter known as CLIENT).

DEFINITIONS

Technical Support or Help Desk: working group managed and organised by AQUMO dealing with supporting CLIENT upon installation and during use of the purchased service,

Client: individual or legal entity, consumer or professional, under private law or public law, contracting party in these general and special terms for the services offered by AQUMO,

Incident or Anomaly: problem with or malfunctioning of the service offered by AQUMO,

Quotation or Offer: descriptive statement provided by AQUMO at CLIENT's request, containing the rates applicable to projects, future operations and/or interventions,

Diagnostics: research performed by AQUMO on the systems used by CLIENT to identify possible functioning problems with the service,

Client ID (CID): unique identifier issued by AQUMO in order to access the data management systems used by the CLIENT.

ARTICLE 1: SUBJECT

These general terms of contract regulate the supply and costs of the services provided by AQUMO to its clients and are to be integrated with the special terms of the individual services.

ARTICLE 2 : AQUMO's OBLIGATIONS

AQUMO undertakes to comply with all provisions of law and regulations as well as the technical rules that regulate the services offered. AQUMO also undertakes to keep the services functioning, subject to the cases set out in Art.3.

AQUMO is entitled to extend its services, to modify them in line with technical progress and/or to implement improvements. This applies particularly when the modification is necessary to avoid any abuse or when AQUMO is obliged to modify its services due to legal requirements.

AQUMO reserves the right to suspend any type of additional service not subject to invoicing with CLIENT not being in any way entitled to complain. AQUMO is entitled, providing an adequate prior notice period, to interrupt or modify those services that have been supplied up to now free of charge and to restore them only where an agreement is reached involving adequate remuneration for AQUMO.

AQUMO is required to provide technical support to CLIENT only within the context of what has been established contractually. Beyond this, AQUMO does not provide to CLIENT any free support services. AQUMO does not provide any direct support to clients of CLIENT unless a special written agreement has been reached in this sense.

If CLIENT has a fixed IP address, AQUMO reserves the right to modify the IP address or addresses assigned to the CLIENT if this becomes necessary for technical or legal reasons.

ARTICLE 3 : EXONERATION FROM LIABILITY OF AQUMO

AQUMO will not be held liable for any non-fulfilment of the performance relating to the service supply in the following cases:

- a) cause of force majeure (fire, explosion, transmission network defects, system collapse, epidemic, earthquake, flood, electrical fault, war, embargo, request or requirement of any government, strike, boycott, hacking attacks, pandemics, or any other circumstance beyond AQUMO's reasonable control). In those cases, AQUMO undertakes to inform CLIENT immediately of the occurrence of one of the aforementioned events and is dispensed from implementing its obligations within the limit of those impediments, restrictions or difficulties. CLIENT will be dispensed, as a consequence, from implementing its obligations relating to those services. If the effects of a cause of force majeure continue for a period exceeding 30 days - commencing from the respective notification - each party may withdraw from this contract without the right to any compensation and/or reimbursement from the other party;
- b) actions or fault of CLIENT, and in particular:
 - deterioration of the application;
 - non-compliant and negligent use of the terminals by CLIENT and/or its clients;
 - disclosure or unlawful use of the password communicated to CLIENT;
 - partial or total destruction of information sent or saved as a result of errors directly or indirectly attributable to CLIENT. In this latter case, all repairs deriving from the same will be charged to the latter;
 - temporary or permanent interruption of the service ordered by the administrative and/or judicial authority;
 - discontinuity of the service due to fluctuations in bandwidth and/or criticalities of the access supplier.

Unless explicitly mentioned in the special terms of the service, AQUMO does not have the obligation to save data stored by CLIENT, which must, as a result, take all necessary measures to safeguard its own data.

ARTICLE 4 : PENALTY CLAUSE

In the event of a breach by AQUMO, the latter will be required to pay to CLIENT a sum equal to the lesser amount between:

- a) the amount of sums actually paid by CLIENT to AQUMO, for the period in question or invoiced to CLIENT by AQUMO

and

- b) the amount of sums corresponding to the price of the performance, for the part of the service for which the liability of AQUMO has been proven.

Compensation for further damages is in any case excluded.

ARTICLE 5 : CLIENT'S OBLIGATIONS AND LIABILITY

By signing this contract, CLIENT declares to know and to accept all clauses contained therein.

CLIENT accepts liability for untrue declarations of its personal data and bank details. CLIENT must immediately communicate to AQUMO any changes to its details.

The passwords provided by AQUMO for accessing the services are strictly personal. CLIENT is solely liable for the custody of the same, as well as their unlawful or fraudulent use, even by its collaborators and/or employees and it bears the costs of any password change. In the event of loss, CLIENT must immediately inform AQUMO of the same.

CLIENT undertakes to comply with the legal provisions and regulations in this regard, as well as to respect the rights of third parties. CLIENT is responsible for entering into the necessary insurance to guarantee damages deriving from the finalisation of this contract or its implementation.

CLIENT also undertakes not to use the resources made available by AQUMO for activities that violate legal provisions, public morals and/or third party rights. These include, in particular (but not exclusively), the following activities:

- a) unauthorised infiltration of external IT systems (for example, hacking),
- b) disabling of external IT systems due to sending/forwarding of data flows and/or e-mails (for example, DoS/DDoS attacks/spam/mail-bombing),
- c) searching for open ports on third party IT systems (port scanning),
- d) sending of e-mails to third parties for advertising purposes unless the recipient has provided written consent or any other circumstance that requires consent,
- e) falsification of IP addresses, e-mail and news headers as well as the spreading of viruses or anything else.

CLIENT undertakes to indemnify AQUMO from any damages claim received from third parties and declares to accept liability for anything done using AQUMO's services.

Any breach by CLIENT of the provisions of these general and special terms, which involves the implementation of a civil and/or criminal unlawful act, will involve AQUMO's right to interrupt, immediately and without prior notice, the services in use by CLIENT and to terminate the contract immediately, without prejudice to the right to obtain compensation for all damages suffered by AQUMO.

ARTICLE 6 : TECHNICAL SUPPORT

AQUMO makes available to CLIENT the internet websites: <http://www.aqumo.net> and <http://support.aqumo.net> and any other websites indicated by indirect links. Those websites, as well as all the necessary references to enter into contact with AQUMO personnel, contain:

- technical documents and guides enabling better understanding and use of the service;
- communication tools informing of the status of AQUMO's installations;
- real-time monitoring of the status of AQUMO's network;
- details for contacting AQUMO's technical support;
- incident or malfunctioning declaration form;
- coordinates of the service for requesting additional services to those included in the contract signed by CLIENT, to be invoiced separately.

In the event of malfunctioning of the service, CLIENT must preliminarily consult the documentation and perform the technical tests indicated by AQUMO. If the malfunctioning is not resolved, CLIENT must open an incident report (ticket) by interfacing with AQUMO's support.

CLIENT expressly authorises AQUMO to connect to its service and to perform all necessary operations to prepare diagnostics both at hardware and at software level. AQUMO reserves the right to refuse to perform any intervention if it identifies that CLIENT is using the service in violation of the general and special terms of the signed contracts or the laws and regulations in force.

Once the ticket has been opened, AQUMO will implement diagnostics so as to identify the origin and cause of the identified malfunctioning. If AQUMO determines that the malfunctioning is due to its responsibility, the respective cost of implementing the diagnostics will be borne in full by AQUMO in line with the contractual terms applicable to the service. On the other hand, if the diagnostics highlight that AQUMO is not responsible for the incident or do not confirm its existence, CLIENT will be charged the respective costs on an hourly basis, accordingly to the rates in force and the time actually spent.

In any case, AQUMO will be responsible for reporting to CLIENT the cause of the malfunctioning, indicating the technical solutions to be implemented to resolve the identified problems.

The amounts due for the technical support intervention will be invoiced the month after the intervention is performed. If the intervention is performed close to the expiry of the contract to which the intervention refers, the entirety of the due amounts, including those for technical support, will be invoiced at the same time.

ARTICLE 7 : ACTIVATION METHODS, RATES AND PAYMENT FOR THE SERVICE

The services will be activated within ten days from the first payment. If they are not activated within the aforementioned period due to a cause attributable to AQUMO, CLIENT is entitled to terminate the contract and to obtain the reimbursement of what has already been paid.

The ordered services or performances are understood to be gross of any applicable taxes unless otherwise indicated. AQUMO reserves the right to change the costs of the services at any time. If the new rates are less beneficial for CLIENT, AQUMO will inform it, by e-mail or by online notice, thirty days before the change takes effect. CLIENT, within thirty days after the communication, may withdraw from the contract with no penalty, giving communication thereof to AQUMO by recorded delivery letter. In the absence of any communication of withdrawal, the new rates are considered to be accepted by CLIENT.

AQUMO reserves the right to charge, with immediate effect, all new taxes or any sum deriving from the increase of any tax.

Unless otherwise agreed, CLIENT'S payments are due within 30 days from the date of issuance of the invoice. In the event of a payment delay, AQUMO will send a payment solicitation (in electronic format) applying default interest of 5% per annum (Art.104 CO) and any lump sum solicitation charges.

AQUMO sends each invoice in electronic format to the address indicated by CLIENT, which declares its consent to this procedure. If CLIENT asks for the invoice to be delivered by post, AQUMO is entitled to charge a cash fee for the service.

Any dispute regarding invoicing must be sent by e-mail to the address customer.care@aqumo.net within ten days from the date of issuance of the invoice.

Payments for services must be made by the due dates established in the contract by bank transfer to the details indicated on the invoice.

ARTICLE 8 : EFFECTIVENESS AND TERMINATION OF CONTRACT

The contract will lose effect at the expiry date provided in the contract, subject to the mechanisms of automatic renewal explicitly provided therein.

In all cases of breach of its obligations by one of the parties, not remedied within 7 days from notification of the breach to the other party, the contract will be terminated by law, without prejudice to all damages attributable to the defaulting party. In particular, in the case of reiterated non-payment of invoices (delay of at least 60 days), AQUMO will be entitled to suspend the service with no communication to CLIENT and to request the payment of additional costs, therein including (but not exclusively) any fees up until the expiry of the contract. CLIENT will not have any possibility of recourse against AQUMO.

Where necessary and always in compliance with the provided SLA parameters, AQUMO reserves the right to suspend the service to make a technical intervention, in order to improve its functioning or to perform a maintenance operation. The service may also undergo limitations or suspensions where AQUMO receives

communications in that sense from the relevant administrative, arbitrational or judicial authorities, or a warning from a third party complaining of the infringement of its rights, in compliance with the provisions of law in force.

AQUMO reserves the right to interrupt the service provided to CLIENT if the methods of using the same constitute a danger to the maintenance of the security or stability of AQUMO's infrastructure. Where possible, AQUMO will inform CLIENT in advance.

If CLIENT decides to interrupt the service subject to this contract before the agreed expiry date, AQUMO will be entitled to claim compensation amounting to 80% (eighty per cent) of the sum of the monthly sums due until the expiry of the contract (including any renewal periods).

ARTICLE 9 : RIGHT OF WITHDRAWAL

CLIENT may withdraw from this contract within ten days from making the first payment for the service, by way of recorded delivery letter sent to AQUMO. In that case, the sum paid will be returned. CLIENT accepts, however, that, if the service has been implemented prior to the expiry of ten days from the signature of the contract, it may no longer exercise the aforementioned right of withdrawal.

The right of withdrawal may not be exercised where the contract is renewed.

ARTICLE 10: GUARANTEE

CLIENT promptly communicates to AQUMO any identified faults. AQUMO will do its utmost to remedy those defects and take all reasonable measures to guarantee data security as provided by the standard ISO/IEC 27001:2013.

AQUMO emphasises that, in terms of the current state of the technique, it is impossible to supply hardware and software that operates without errors in all combinations of applications or that can be protected against any manipulation by third parties. AQUMO guarantees to CLIENT exclusively that the hardware and/or software components supplied or used are compliant with the manufacturer's specifications at the time they are supplied in normal operating conditions and subject to ordinary maintenance.

ARTICLE 11: COPYRIGHT AND USE OF SOFTWARE LICENCES

AQUMO grants CLIENT the right to use its software licences and those of third parties for the duration of the contract. CLIENT is not authorised to transfer this right, or to grant sub-licences to third parties, except with the explicit consent of the supplier. Any continued use after the contract has expired is prohibited. CLIENT is obliged to delete all copies of the software provided immediately after the expiry of the contract.

In the case of open source software, AQUMO regulates the right of use according to its own standards; in the case of third party licences, on the other hand, the manufacturer's specific terms will apply.

ARTICLE 12 : CHANGES

AQUMO may change these general terms of contract, as well as its services, by providing prior notice thereof to CLIENT. In that case, CLIENT may withdraw from the contract within a period of thirty days commencing from the entry into force of the changes.

ARTICLE 13 : COMMUNICATION

Any communication and/or notification relating to the signature of this contract is understood to be validly done, if sent by recorded delivery post to the registered office of AQUMO or to the address of CLIENT provided (or amended) in the contract upon signing these general terms.

In the event of a purchase by way of AQUMO's digital channel (<http://skyline.aqumo.net>), communications will be sent by e-mail to the address indicated by CLIENT at the time of signature.

ARTICLE 14: APPLICABLE LAW AND COURT WITH JURISDICTION

This contract is regulated by Swiss law; for all disputes in relation to this contract, the Court of Lugano will have jurisdiction.

If any clause of the contract becomes invalid or ineffective by law, this does not prejudice the effectiveness of the remaining provisions. The parties undertake, in that case, to replace the invalid rules or ineffective regulations with agreements that are as close as possible to the original. The same principle applies in the case of gaps in the provisions.