

General Terms and Conditions of Intesa Spa (Base Agreement)

These General Terms and Conditions (“**Solutions Agreement**”) establishes the procedures and conditions for the provision to In.Te.S.A. S.p.A. (“**Buyer**”), by the Supplier (“**Supplier**”) of goods and services.

1.0 Definitions

"Affiliates" means entities that control, are controlled by, or are under common control with, a party to this Agreement.

"Agreement" means these General Terms and Conditions and any relevant Statements of Work ("**SOW**"), Work Authorizations ("**WA**"), and other attachments or appendices specifically referenced in this Agreement.

"Business Partner Agreement" means an agreement executed between Buyer and Supplier to promote, market, and support certain products and services.

"Customer" means Buyer's customer.

"Deliverables" means items that Supplier prepares for or provides to Buyer or Customer as described in a SOW and/or WA. Deliverables include Equipment, Program Products, Developed Works, Preexisting Materials and Tools.

"Developed Works" means all work product (including software and its Externals) developed in the performance of this Agreement as described in a SOW and/or WA. Developed Works do not include Preexisting Materials, Tools, Program Products, or items specifically excluded in a SOW and/or WA.

"Electronic Self-Help" means a process where Supplier electronically disables, removes, or otherwise prevents the use of its software product without the Buyer's or Buyer's Customer's cooperation or consent. Electronic Self-Help could be done through electronic or other means (for example: remotely through "back doors" or hidden entrances in the software or through hidden shut-down commands in the software that can be activated by phone or in other ways).

"Equipment" means a machine, its features, elements, cables, or accessories, including the documentation required to install, support, use, and maintain it.

"Externals" means any pictorial, graphic, audiovisual works, reports or data generated by execution of code and any programming interfaces, languages or protocols implemented in the code to enable interaction with other computer programs or end users. Externals do not include the code that implements them.

"Inventions" means ideas, designs, concepts, techniques, inventions, discoveries or improvements, whether or not patentable, conceived or reduced to practice by Supplier or Supplier Personnel in performance of this Agreement.

"Joint Inventions" means Inventions made by Supplier or Supplier Personnel with Buyer Personnel.

"Participation Agreement" or "**PA**" means an agreement signed by one or more Affiliates which incorporates by reference the terms and conditions in this Agreement, any relevant SOW, and other attachments or appendices specifically referenced in the PA.

"Personal Data" means any information that may identify an individual.

"Personnel" means individuals who are (i) employees of Buyer or Supplier, (ii) agents appointed by Buyer or Supplier, (iii) independent contractors engaged by Buyer or Supplier or (iv) provided to Buyer or Supplier by a Subcontractor. For clarity, any agent appointed by Supplier or independent contractor engaged by Supplier is also a Subcontractor.

"Preexisting Materials" means items including their Externals, contained within a Deliverable, in which the copyrights are owned by a third party or that Supplier prepared or had prepared outside the scope of this Agreement. Preexisting Materials exclude Program Products and Tools, but may include material that is created by the use of Tools.

"Prices" means the agreed upon payment and currency for Deliverables and Services, exclusive of Taxes but including all applicable fees and payments, as specified in the relevant SOW and/or WA.

"Program Products" means Supplier's commercially available software and the documentation required to install, support, use, and maintain it.

"Services" means work that Supplier performs for Buyer as described in a SOW and/or WA.

"Statement of Work" or "**SOW**" means any document that:

1. identifies itself as a statement of work;
2. is signed by both parties;
3. incorporates by reference the terms and conditions of this Agreement; and
4. describes the Deliverables and Services, including any requirements, specifications or schedules.

"Subcontractor" means an individual (independent contractor), a corporation, a partnership, a limited liability company or other entity or organization to which (or to whom) work to be performed under this Agreement has been subcontracted.

"Taxes" means any and all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity worldwide or any political subdivision thereof and however designated or levied on sales of Deliverables or Services, or sales, use, transfer, goods and services or value added tax or any other duties or fees related to any payment made by Buyer to Supplier for Deliverables and/or Services provided by Supplier to Buyer under or pursuant to this Agreement; exclusive, however, of any taxes imposed upon the net income or capital of Supplier, any taxes in lieu of such net income taxes and any other taxes which are to be borne by Supplier under law.

"Tools" means software that is not commercially available, and its Externals, required for the development, maintenance or implementation of a software Deliverable other than a Program Product.

"Work Authorization" or "**WA**" means Buyer's authorization in either electronic or tangible form for Supplier to conduct transactions under this Agreement in accordance with the applicable SOW (i.e., a purchase order, bill of lading, or other Buyer designated document). A SOW is a WA only if designated as such in writing by Buyer.

General Terms and Conditions of Intesa Spa (Base Agreement)

2.0 Statement of Work

Supplier will provide Deliverables and Services as specified in the relevant SOW and/or WA. Supplier will begin work only after receiving a WA from Buyer. Buyer may request changes to a SOW and/or WA and Supplier will submit to Buyer the impact of such changes. Changes accepted by Buyer will be specified in an amended SOW and/or WA or change order signed by both parties. Supplier agrees to accept all WAs that conform with the terms and conditions of this Agreement.

3.0 Pricing

Supplier will provide Deliverables and Services to Buyer for the Prices. The Prices for Deliverables and Services specified in a SOW and/or WA and accepted by Buyer plus the payment of applicable Taxes will be the only amount due to Supplier from Buyer. The relevant SOW or WA shall contain Prices for each country receiving Deliverables and Services under this Agreement. Supplier is not entitled to payment under this Agreement for activities also covered by a Business Partner Agreement with Buyer. Supplier assumes any responsibility and/or expenses connected with the Deliverables and Services they provide to the Buyer in other Articles of these Terms and Conditions.

4.0 Taxes

Supplier's invoices shall state all applicable Taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Deliverables and Services. Supplier assumes responsibility to timely remit all Tax payments to the appropriate governmental authority in each respective jurisdiction. Supplier and Buyer agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes and provide reasonable notice and cooperation in connection with any audit. Supplier shall also bear sole responsibility for all taxes, assessments, or other levies on its own income, leased or purchased property, equipment or software. Buyer shall withhold and pay any other additional Tax, not invoiced by Supplier to Buyer, but legally due by Supplier. The Supplier will submit to Buyer, within a reasonable period of time, the "Invoice for Tax" that states the correct and entire amount of the Tax due. The Supplier will not look for and will not expect fine, sanction and/or interest payments on these additional tax amounts. This disposal is not applicable when the Tax is due by Buyer as for jurisdiction rules or when the Buyer provokes mound with other Taxes.

If Buyer provides a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax imposed by an applicable taxing authority, then Supplier agrees not to invoice or pay any such Tax unless and until the applicable taxing authority assesses such Tax, at which time Supplier shall invoice and Buyer agrees to pay any such Tax that is legally owed.

Buyer shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. Buyer agrees to remit in a timely manner all taxes withheld to the appropriate government authority in each respective jurisdiction. Upon Buyer request, Supplier will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within 15 business days from such request.

Supplier will reimburse Buyer for any claims by any jurisdiction relating to Taxes paid by Buyer to Supplier; and for any penalties, fines, additions to Tax or interest thereon imposed as a result of Supplier's failure to timely remit the Tax payment to the appropriate governmental authority in each respective jurisdiction. Supplier shall also reimburse Buyer for any claims made by a taxing jurisdiction for penalties, fines, additions to Tax and the amount of interest thereon imposed with respect to Supplier's failure to invoice Buyer for the correct amount of Tax.

5.0 Payments & Acceptance

Terms for payment will be specified in the relevant SOW and/or WA. Payment of invoices will not be deemed acceptance of Deliverables or Services, but rather such Deliverables or Services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the relevant SOW and/or WA. Buyer or Customer may, at its option, either reject Deliverables or Services that do not comply with the acceptance or completion criteria for a refund, or require Supplier, upon Buyer's written instruction, to repair or replace such Deliverables or re-perform such Service, without charge and in a timely manner.

Unless otherwise provided by local law without the possibility of contractual waiver or limitation, Supplier will submit invoices, corrected invoices, or other such claims for reimbursement, to Buyer within (1) year from the date of acceptance of Deliverables or the satisfactory completion of Services. Exceptions must be specifically authorized by Buyer.

If the contractual relationship is ruled by law 192/98 "Disciplina della Subfornitura", the term of payment will be no more than 60 days from the date of delivery or from Supplier's notification that the work is complete. Nevertheless the Supplier will be obliged to deliver the related invoice at the same time of good's delivery or the communication of service rendered.

5.1 Outsourcing License

General Terms and Conditions of Intesa Spa (Base Agreement)

In the event Buyer provides outsourcing services to licensees of a Program Product, Buyer will not owe Supplier a fee for access to or assignment of a license to such Program Product or for transfer of the applicable Program Product to a Buyer computer system which is of like configuration as the computer system for which the Program Product was licensed. The foregoing is subject to Buyer providing Supplier notice of such Program Product to be managed by Buyer and provided the Program Product will only be used on behalf of the licensee. Upon expiration or termination of the agreement to provide outsourcing services to the licensee, Buyer's right to use that copy of the Program Product will end.

For those Program Products acquired directly by Buyer from Supplier, Buyer shall be free to continue to use such Program Products in support of its business needs, including in support of the provision of Services to Buyer's Customers, at no additional fee, subject to the continued compliance with the terms of the Agreement. Buyer shall have the right to assign the license it has acquired from Supplier hereunder to its Customer at no additional cost, provided that Buyer gives Supplier thirty (30) days prior written notice of its intent to assign such rights, and provided further that Buyer's Customer signs Supplier's license, and/or such other contractual document as may be reasonably required for such Program Product support.

5.2 Tracing of Financial Flows

The Supplier undertakes to fully comply with the provisions of the Law August 13, 2010 n.136 (including but not limited to Article 3 of such Law) on Tracing of Financial Flows related to public contracts.

In case of breach by the Supplier of such provisions, this Agreement shall be resolved pursuant to art. 1456 civil code, without prejudice to the Supplier's liability for any damages caused by such violation.

6.0 Electronic Commerce

To the extent permitted by local law, the parties will conduct transactions using an electronic commerce approach to electronically transmit and receive legally binding purchase and sale obligations. The parties will enter into a separate agreement regarding such electronic commerce approach.

7.0 Warranties

1.1 Ongoing Warranties

Supplier makes the following ongoing representations and warranties:

1. it has the right to enter into this Agreement and its performance of this Agreement will comply, at its own expense, with the terms of any applicable contract, obligation, law or, regulation;
2. no claim, lien, or action exists or is threatened against Supplier that would interfere with Buyer's rights under this Agreement;
3. (a) it has disclosed to Buyer in writing the existence of third party code, including without limitation open source code, that is included in, is provided in connection with, the Deliverable(s) and (b) Supplier and the Deliverable (s) are in compliance with all licensing agreements applicable to such third party code;
4. Deliverables and Services do not infringe any privacy, publicity, reputation or intellectual property right of a third party;
5. all authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law) in the Deliverables, to the extent permitted by law;
6. Deliverables do not contain harmful code;
7. it is knowledgeable with, and is and will remain in full compliance with all applicable export, economic sanctions/embargo and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary clearance requirements, adhering to export and import licenses and exemptions there from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer of technology and software to non U.S. nationals in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology); it is knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and will make best efforts to comply with such recommendations;
8. upon Buyer request, it will promptly provide all information necessary to export and import Deliverables under this Agreement, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, and will notify Buyer in writing of any changes to the information provided by Supplier to export and import Deliverables under this Agreement;
9. unless authorized by applicable government license or regulation, including but not limited to any U.S. authorization, Supplier will not directly or indirectly export or reexport, at any time, any technical information, technology, software, or other commodity furnished or developed under this, or any other, agreement between the parties, or any other product that is developed or produced from or using Buyer's technical information, technology, software, or other commodity provided under this Agreement to any prohibited country (including release of such technical information, technology, software, or other commodity to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations;
10. it

General Terms and Conditions of Intesa Spa (Base Agreement)

- (a) will not use, disclose, or transfer across borders any Personal Data that is processed for Buyer, except to the extent necessary to perform under this Agreement;
- (b) will comply with all applicable data privacy laws and regulations,
- (c) will implement and maintain appropriate technical and organizational measures and other protections for the Personal Data, (including, without limitation, not loading any Personal Data provided to Supplier on any laptop computers or any portable storage media that can be removed from Supplier's premises unless, in each case, such data has been encrypted and, in the case of portable storage media, such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage),
- (d) will report to Buyer any breaches of security of Personal Data immediately after discovery thereof if the Personal Data was, or could be, accessed, used or acquired by an unauthorized person or compromised in any way,
- (e) will cooperate fully with Buyer in investigating any such breaches or compromises,
- (f) will cooperate fully with Buyer's requests for access to, correction of, and destruction of Personal Data in Supplier's possession, and
- (g) will comply with all instructions or other requirements provided or issued by Buyer from time to time relating to Personal Data.

11. Deliverables are safe for use consistent with the warranties, specifications and requirements in this Agreement;

12. Deliverables are free of defects in design (except for written designs provided by Buyer unless the defects in Buyer's designs are based on Supplier's specifications);

13. Products are free from defects in material and workmanship for the time period as specified in the relevant SOW and/or WA;

14. Deliverables will conform to the warranties, specifications and requirements, including but not limited to, quality requirements in this Agreement;

15. all Products and all parts of Products (including, but not limited to parts that may be identified as field replacement units, customer replacement units, spare parts, and/or other storage devices) shall not experience data integrity, undetected data loss, or related issues, and shall conform with any other related requirements specified in the relevant SOW and/or WA;

16. it will not engage in Electronic Self-Help;

17. Services will be performed using reasonable care and skill and in accordance with the relevant SOW and/or WA;

18. Deliverables are new and do not contain used or reconditioned parts;

19. unless agreed to in writing by Buyer and authorized by applicable government license or regulation, Supplier will not provide to Buyer any articles, materials, services or any components thereof that Supplier knows or has reason to believe originated in, or was sourced from, a country subject to a comprehensive U.S. embargo as described in applicable export, embargo, and economic sanctions regulations (including, without limitation Cuba, Iran, North Korea, Sudan or Syria);

20. Deliverables do not include "conflict minerals" that are defined in any laws, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, and that are sourced from any country specified in those laws, unless the conflict minerals have been sourced from smelters and refiners approved by the Conflict Free Sourcing Initiative's, Conflict Free Sourcing Program (or equivalent acceptable to Buyer), in such countries. Supplier shall report to Buyer (in a format to be specified by Buyer) no less than annually (and whenever Supplier changes its upstream sources) any conflict minerals used in the production of any Deliverables provided to IBM.

Supplier represents that the Deliverables do not contain or use substances that damage the ozone layer, known as halon, chlorofluorocarbons, hydrochlorofluorocarbons, methyl chloroform and carbon tetrachloride as defined by the Montreal Protocol.

1.2 Standard Warranties

Supplier's standard warranty for Program Products will apply to defects in design, material and workmanship; provided however, Program Products will conform to all other warranties, specifications and requirements in this Agreement.

The Ongoing Warranties in the Subsection titled Ongoing Warranties above will also be for the benefit of Buyer's Customer and Buyer's Customer may deal directly with Supplier under such warranty. In the event Supplier's standard warranty contains additional or more favorable warranties than the warranties in this Agreement, Supplier's standard warranty will apply. If Supplier is not the original manufacturer, Supplier will pass through to Buyer or Customer all warranties provided by the original manufacturer.

THE WARRANTIES AND CONDITIONS IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.3 Warranty Redemption

Subject to the Section titled Supplier Liability for Third Party Claims, if Deliverables or Services do not comply with the warranties in this Agreement, Supplier will repair or replace Deliverables or re-perform Services, without charge and in a timely manner. If Supplier fails to do so, Buyer or Customer may repair or replace Deliverables or re-perform Services and Supplier will reimburse Buyer for actual and reasonable expenses. Any reimbursement for Program Products pursuant to the foregoing sentence shall be limited to two times the amount of license fees and maintenance services specified in the SOW and/or WA.

General Terms and Conditions of Intesa Spa (Base Agreement)

7.4 Supplier Individual Requirements

Supplier declares to have the mandatory requirements set forth in:

- Law n. 646 on September 13th, 1982; and
- Law n.55 on March 19th, 1990; and
- any further modifications thereto.

Supplier undertakes, upon Buyer request, to provide any documentation necessary to confirm the compliance of these requirements as well as the documentary evidence of the renewal, issued by the competent authorities, of any license required to carry out business activities with the public administration.

Supplier acknowledges that the assignment, in full or in part, of services and orders to its subsidiaries, even if fully owned by Supplier, or to any consultants, is to be deemed subcontracting and therefore forbidden.

In case of non-compliance with this provision and in case of rejection of Supplier by the Customer, due to:

- a) the Supplier lacking the mandatory individual requirements as per the current laws to prevent mafia-crimes; or
- b) issue by the Supplier of statements containing untrue data and information ,

Buyer will be entitled to terminate the Order pursuant Article 1456 c.c., by means of a simple written notification.

Nevertheless if Buyer considers the contracted goods or services confidential, subcontractors to be engaged shall have prior written approval of the Buyer and shall enter into a confidentiality agreement to a sample provided by the Buyer to the Supplier.

7.5 Data Privacy

In addition to the parties obligations under the "Exchange of Information" Subsection of the referenced Agreement or any disclosure/nondisclosure agreements, where under this PA Buyer discloses information relating to an identified or identifiable individual, partnership, corporation or other legal entity ('Personal Data') Supplier will apply appropriate technical and organizational security measures to protect Personal Data against destruction, loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing (including, but not limited to, ensuring the reliability of any personnel who have access to the Personal Data). Supplier represents and warrants: (i) that it will comply with applicable data protection laws and regulations (including any requirement for notification to, or registration with, country data protection authorities), and (ii) that it will only access, use, manage, disclose to third parties, transfer overseas or otherwise process Personal Data in accordance with Buyer's instructions. Buyer generally instructs Supplier to process Personal Data to the extent necessary to perform this PA. Supplier will promptly assist Buyer in responding to requests to allow access to, correct, block, suppress or delete any Personal Data, including providing Buyer with a copy of all relevant Personal Data in tangible form. Supplier will not transfer any Personal Data out of any country having data protection laws and/or regulations restricting transfers of Personal Data unless that transfer is unavoidable in order for Supplier to perform its obligations under this PA, or where Buyer consents to the transfer in writing. Buyer may, upon reasonable notice, audit and verify Supplier's compliance with the provisions of this Section. On termination of this PA Supplier shall, at Buyer's request, promptly return or erase all Personal Data stored in its internal systems.

8.0 Delivery

Deliverables or Services will be delivered as specified in the relevant SOW and/or WA. Buyer may cancel or reschedule the delivery date or change the delivery point as specified in the relevant SOW and/or WA. Risk of loss and title to any tangible property will pass to Buyer or Buyer's Customer at the delivery point and/or at the Buyer or Buyer's Customer service acceptance, as specified in the relevant SOW and/or WA. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify Buyer of a revised delivery date and Buyer may:

1. cancel without charge Deliverables or Services not yet delivered; and
2. exercise all other remedies provided at law, in equity and in this Agreement.

9.0 Intellectual Property

9.1 Works Made for Hire

General Terms and Conditions of Intesa Spa (Base Agreement)

All Developed Works belong exclusively to Buyer (or Customer if specified in the relevant SOW and/or WA) and are works made for hire. If any Developed Works are not considered works made for hire owned by operation of law, Supplier assigns the ownership of copyrights in such works to Buyer or Customer.

Supplier declares to be in compliance with Article 181bis of law 633/1941 on copyright protection, as introduced by Article 10 of law 248/2000, containing new provisions for the protection of copyright of all software products distributed in Italy. Supplier will indemnify and hold Buyer harmless from any damage, cost and/or expenses arising out from the infringement of the above mentioned provisions of law. This Subsection 4.0 will survive after termination or expiration of this PA and of any relevant SOW/WA and will remain in effect until fulfilled.

9.2 Trademarks

This Agreement does not grant either party the right to use the other party's or their Affiliates' trademarks, trade names or service marks, or other designations in any promotion or publication, without prior written consent.

9.3 Preexisting Materials

Supplier will not include any Preexisting Materials in any Deliverable unless they are listed in the relevant SOW and/or WA. If Supplier includes any Preexisting Materials in a Deliverable whether or not listed in the relevant SOW and/or WA, Supplier grants or will obtain for Buyer and Customer the following rights: a nonexclusive, worldwide, perpetual, irrevocable, paid-up, license to prepare and have prepared derivative works of such Preexisting Materials and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute, and sublicense such Preexisting Materials or their derivative works, and to grant others the rights granted in this Subsection.

9.4 Tools

Supplier will not include Tools in Deliverables unless they are listed in the relevant SOW and/or WA. If Supplier includes any Tools in a Deliverable whether or not listed in the relevant SOW and/or WA, Supplier grants or will obtain for Buyer and Customer the following rights: a nonexclusive, worldwide, perpetual, irrevocable, paid-up, license to prepare and have prepared derivative works of such Tools, and to use, have used, execute, reproduce, transmit, display and perform such Tools or their derivative works and to grant others the rights granted in this Subsection.

9.5 Invention Rights

Supplier owns Inventions. Supplier grants to Buyer an irrevocable, nonexclusive, worldwide, perpetual, paid-up license under Inventions (including any patent applications filed on or patents issued claiming Inventions). The license scope is to make, have made, use, have used, sell, license or transfer items and to practice and have practiced methods.

9.6 Joint Invention Rights

The parties will jointly own all Joint Inventions and resulting patents. Either party may license others under Joint Inventions (including any patent applications filed on or patents issued claiming Joint Inventions) without accounting to or consent from the other.

9.7 Patents

For the purpose of supporting the Customer as specified in the relevant SOW and/or WA, Supplier grants to Buyer a nonexclusive, worldwide, perpetual, irrevocable, and paid-up license under any patents and patent applications licensable by Supplier to make, have made, use, have used, import, export, sell, and otherwise transfer the Deliverables and use the Services to the extent authorized in this Agreement and any relevant Statements of Work and Work Authorizations.

9.8 Perfection of Invention Rights

Supplier will identify all countries in which it will seek patent protection for each Invention. Supplier authorizes Buyer to act as its agent in obtaining patent protection for the Inventions in countries where Supplier does not seek patent protection. Supplier will, at Buyer's expense, assist in the filing of patent applications on Inventions and have required documents signed.

9.9 Perfection of Copyrights

Upon request, Supplier will provide to Buyer a "Certificate of Originality" or equivalent documentation to verify authorship of Developed Works. Supplier will confirm assignment of copyright for Developed Works using the "Confirmation of Assignment of Copyright" form and will assist Buyer in perfecting such copyrights.

General Terms and Conditions of Intesa Spa (Base Agreement)

9.10 Program Products

Customer will receive a license agreement from Buyer or Supplier for Program Products, to which Buyer is not a party nor liable for violations. If a Program Product is available under an existing Buyer agreement, the terms of that agreement will control distribution of that Program Product. Buyer may install and test Program Products for Customer without charge. For recurring charge licenses, Buyer will notify Supplier when to begin invoicing Customer, if applicable.

10.0 Supplier Liability for Third Party Claims

1.1 General Indemnification

Supplier will defend, hold harmless and indemnify, including legal fees, Buyer and Buyer Personnel, Buyer's landlord (if there is one), and Customer and Customer Personnel against third party claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of Supplier or Supplier Personnel or breach by Supplier of any term of this Agreement.

1.2 Intellectual Property Indemnification

Supplier will defend, or at Buyer's option cooperate in the defense of, hold harmless and indemnify, including legal fees, Buyer and Buyer Personnel and Customer and Customer Personnel from third party claims that Supplier's Deliverables or Services infringe the intellectual property rights of a third party. In addition, if such a claim is or is likely to be made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable:

1. obtain for Buyer and Customer the right to continue to use, sell and license the Deliverables and Services consistent with this Agreement;
2. modify Deliverables and Services so they are non-infringing and in compliance with this Agreement;
3. replace the Deliverables and Services, or other affected Deliverables or Services, with non-infringing ones that comply with this Agreement; or
4. at Buyer's request, accept the cancellation of infringing Deliverables and Services without Buyer having any cancellation liability and the return of the infringing Deliverables at Supplier's expense and refund any amount paid.

Buyer will give Supplier prompt notice of third party claims against Buyer, and cooperate in the investigation, settlement and defense of such claims.

1.3 Exceptions to Indemnification

Supplier will have no obligation to indemnify Buyer or Buyer Personnel or Customer or Customer Personnel for claims that Supplier's Deliverables or Services infringe the intellectual property rights of a third party to the extent such claims arise as a result of:

1. Buyer's or Customer's combination of Deliverables or Services with other products or services not reasonably foreseeable by Supplier and such infringement or claim would have been avoided in the absence of such combination;
2. Supplier's implementation of a Buyer originated design and such infringement or claim would have been avoided in the absence of such implementation; or
3. Buyer's or Customer's modification of the Deliverables and such infringement or claim would have been avoided in the absence of such modification.

11.0 Limitation of Liability between Buyer and Supplier

In no event will either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. This mutual Limitation of Liability does not limit the obligations and liability of Supplier provided in the Section titled Supplier Liability for Third Party Claims.

Supplier acknowledges and agrees that all WAs or PAs issued by Buyer's Affiliate(s) are independent agreements between Supplier or Supplier Affiliate and the Buyer Affiliate. Buyer shall not be liable to Supplier or Supplier Affiliate(s) for any actions or inactions of any Buyer Affiliate(s) under a WA or PA, nor shall any actions or inactions by Buyer's Affiliate(s) constitute a breach of the Agreement between Buyer and Supplier.

The dispositions contained in this Section of the Agreement will find application within the limits of art. 1229 c.c.

12.0 Supplier and Supplier Personnel

Supplier is an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Supplier Personnel. Buyer assumes no liability or responsibility for Supplier Personnel. Supplier will:

1. ensure it and Supplier Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements;
2. be responsible for the supervision, control, compensation, withholdings, health and safety of Supplier Personnel;
3. inform Buyer if a former employee of Buyer will be assigned work under this Agreement, such assignment subject to Buyer approval;

General Terms and Conditions of Intesa Spa (Base Agreement)

4. upon request, provide Buyer, for export evaluation purposes, to the extent permitted by law, the country of citizenship and permanent residence and immigration status of those persons. Buyer retains the right to refuse to accept persons made available by Supplier for export control reasons;
5. not discriminate against any employees, applicants for employment, or any entity engaged in its procurement practices because of race, color, religion, sex, age, national origin, or any other legally protected status;
6. (a) be solely responsible for, and fully and properly complete and submit to the relevant government immigration authority, all required immigration forms and documents for all Supplier Personnel performing Services hereunder, maintain such forms and documents as required by law and, subject to applicable laws (in particular laws regarding data privacy), make such forms and documents available to Buyer upon request, and
(b) ensure that Supplier Personnel who do not meet all immigration requirements do not perform Services under this Agreement;
7. not assign to work under this Agreement any Supplier Personnel that are subject to any restrictive covenants that could limit such Supplier Personnel from performing Services for Buyer or Customer;
8. before assignment of Supplier Personnel to perform Services for which Buyer has provided specific education requirements and to the extent permitted by law, Supplier shall review proof of education supplied by Supplier Personnel to confirm the Buyer's specific education requirements are satisfied, shall retain such proof of education and, subject to applicable law, shall make such proof of education available to Buyer upon request;
9. remove from any assignment under this Agreement, at Buyer's request in its sole discretion, any Supplier Personnel.

12.1 Prohibition of subcontracting - Personnel

Supplier cannot subcontract to third parties (both individuals or companies) all or part of the Services if not approved in advance by the Buyer. Supplier will make available to Buyer all necessary information, including contract type and resources, related to the 3rd party which Supplier intends to use as a subcontractor. Notwithstanding this Section the usage of subcontractors will not relieve Supplier from its responsibility on the performance of subcontractors. Supplier will remain the sole responsible vs. the Buyer for all obligations of this Agreement. Buyer reserves the right, at its own discretion, to refuse the usage of subcontractors or any other 3rd party.

Personnel assigned to the Services, with the exception of possible consultants, must be regularly hired by Supplier, who undertakes to:

- a) Comply with all the obligations arising out of the legal provisions and regulations on employment and social insurance, bearing the relative cost;
- b) supervise the compliance of mandatory obligations in terms of remuneration, social security and tax contributions for the Supplier's personnel and its sub-suppliers and shall hold the Purchaser harmless for any damage or liability the latter may incur as a result of any breach of the aforementioned obligations pursuant to Article 29 of Legislative Decree 276/2003 and any possible future amendment thereof;
- c) apply vis-a-vis said personnel, compensation and conditions of employment not inferior to those envisaged by employment contracts applicable, as of the date of WA, to the sector and the place where work is performed, in addition to conditions resulting from subsequent modifications and integrations and, in general, from any other employment contract subsequently executed for the sector, applicable in said place;
- d) continue to apply said employment contracts until such time as they expire or are replaced. The above mentioned obligations relating to employment contracts is binding on the Supplier also in the event that Supplier no longer belongs to the associations executing said contracts, or withdraws from said associations for all or part of the term of the contract. The Supplier undertakes to provide written confirmation of the above, at any time, at Buyer's request;
- e) maintain for the duration of the Agreement documents confirming the execution of payments by wire transfer of compensation payable to its employees and subcontractors during the performance of the Agreement. The Supplier undertakes to provide written confirmation of the above, at any time, at Buyer's request;
- f) draw up appropriate agreements with its employees that permit them to comply with all the obligations deriving from the Agreement and any applicable SOW;
- g) supervise the compliance with regulations protecting the health and safety of the Supplier's personnel pursuant to Legislative Decree 81/08;
- h) guarantee furthermore its collaboration with the Buyer for the purposes of the control and co-ordination of its personnel and the personnel of its Sub-suppliers in respect of the safety measures indicated in the Consolidated Document;
- i) guarantee, amongst others, that in complying with the provisions set out under Article 26 of Legislative Decree 81/08, if it assigns personnel, they shall be provided with an adequate identification card containing their photo, personal details and indicating his/her employer. The Supplier furthermore, guarantees that any such personnel shall carry such identification card at all times when completing his/her assigned tasks.

12.2 General Business Activity Restrictions

- (a) Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises will not:
 1. conduct any non-Buyer related business activities (such as interviews, hirings, dismissals or personal solicitations) on Buyer's or Customer's premises;
 2. conduct Supplier's Personnel training on Buyer's or Customer's premises, except for on-the-job training;

General Terms and Conditions of Intesa Spa (Base Agreement)

3. attempt to participate in Buyer or Customer benefit plans or activities;
4. send or receive non-Buyer related mail through Buyer's or Customer's mail systems; and
5. sell, advertise or market any products or distribute printed, written or graphic materials on Buyer's or Customer's premises without Buyer's written permission.

(b) Supplier will, for Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. obtain for each person a valid identification badge from Buyer and return identification badges upon completion or termination of Supplier Personnel assignments;
2. ensure that each person with regular access to Buyer's and Customer's premises complies with all parking restrictions and with vehicle registration requirements if any; and
3. ensure that each person remains in authorized areas only (limited to the work locations, cafeterias, rest rooms, and, in the event of a medical emergency, Buyer's or Customer's medical facilities).

12.3 Buyer's Safety and Security Guidelines

Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. do not bring weapons of any kind onto Buyer's or Customer's premises;
2. do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for nonmedical reasons) or alcoholic beverages while on Buyer's or Customer's premises;
3. do not have in their possession hazardous materials of any kind on Buyer's or Customer's premises without Buyer's authorization.

Supplier will promptly notify Buyer of any accident or security incidents (such as those involving loss or misuse of, or damage to, Buyer's Assets (as defined below), physical altercations, assaults or harassment) and provide Buyer with a copy of any accident or incident report involving the above.

12.1 Asset Control

For purposes of this Subsection, the term "Buyer Assets" means information, information assets, information systems, supplies or other property, including property owned by third parties (such as Buyer Customers) that is accessed by Buyer Personnel or provided to Supplier Personnel by (or on behalf of) Buyer. Supplier Personnel will:

1. not remove Buyer Assets from Buyer's or Customer's premises without Buyer's authorization;
2. use Buyer Assets only for purposes of this Agreement and reimburse Buyer for any unauthorized use;
3. only connect with, interact with or use programs, tools or routines that Buyer agrees are needed to provide Services;
4. not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers;
5. not copy, disclose or leave such assets unsecured or unattended, in the event the Buyer Assets are confidential; and
6. immediately notify Buyer of any security incidents involving Buyer Assets and provide Buyer with a copy of any accident or incident report involving the above.

Buyer may periodically audit use of Buyer's Assets and Supplier's data residing on Buyer Assets.

12.2 Supervision of Supplier's Personnel

(a) Supplier will:

1. provide consistent and effective supervision of its Personnel provided under this Agreement, at no additional cost to Buyer;
2. conduct orientation sessions with its Personnel before placement on an assignment with Buyer and identify and provide contact information (which shall be updated by Supplier as necessary) for all supervisor(s) for its Personnel;
3. instruct its Personnel that employment related issues should be brought forward to Supplier (and not Buyer). Where such issues relate to actions which are alleged to have been taken by Buyer or Buyer Personnel, Supplier will notify Buyer immediately in order that appropriate investigative action be taken.

(b) Supplier's supervisor(s) shall:

1. exercise full supervisory authority over all day-to-day employment relationship decisions relating to Supplier's Personnel, including those decisions relating to: wages, hours, terms and conditions of employment, hiring, discipline, performance evaluations, termination, counseling and scheduling; and
2. know each work location's planned holiday (and other closing) schedules and the impacts all such schedules have on Supplier Personnel.

(c) Notwithstanding any other language or agreement to the contrary, Supplier agrees that Buyer has no responsibility to approve, and that Buyer will not approve, timesheets for any Supplier Personnel. If Buyer should review, sign and/or submit timesheets for Supplier Personnel, whether manually or electronically, as part of Buyer's billing verification processes, the parties acknowledge and agree that such review, signature and/or submission shall in no way constitute concurrence or approval of such timesheets, nor create any other commitment or obligation on the part of Buyer to Supplier or Supplier Personnel.

12.6.1 Criminal Background Checks *Requires Supplier to execute a CBC for all Supplier Personnel and is mandatory for any services where Supplier Personnel is accessing Intesa or Customer systems.*

General Terms and Conditions of Intesa Spa (Base Agreement)

(a) To the extent permitted by local law, Supplier will:

1. obtain from all Supplier Personnel photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government issued passport) and retain copies thereof;
2. to the extent permitted by local law, ensure that, prior to Supplier Personnel being assigned to perform Services under this Agreement, Supplier Personnel will participate in a criminal background check covering the jurisdictions (including but not limited to all counties or states (whichever is more comprehensive), countries (including a federal check in the United States) and provinces) in which the person was employed or resided for the past seven years (or longer as required by applicable law);
3. not assign Supplier Personnel whose background checks show any of the following:
 - (a) felony or misdemeanor convictions involving dishonesty (e.g. bribery, fraud, embezzlement, theft, violations of securities laws), violence (including but not limited to sexual or child abuse crimes), or computer related crimes and/or convictions that are employment-related;
 - (b) the existence of restrictions (such as court orders) that would prevent, or impose limitations on, a person's ability to provide the Services contemplated by this Agreement; or
 - (c) that a person presents a higher than normal security risk to Buyer or Customer.

(b) Once a criminal background check is conducted for a particular individual, such background check may be used by Supplier to satisfy the requirements of this Section titled "Criminal Background Checks" for three (3) years from the date of the background check. To the extent permitted by local law, Supplier shall conduct new background checks on individuals assigned to perform Services under this Agreement every three (3) years.

(c) Nothing in this Subsection titled "Criminal Background Checks" limits Buyer's ability to remove Supplier Personnel from an assignment at Buyer's discretion.

12.6.2 Criminal Background Checks *Requires Supplier to execute a CBC for all Supplier Personnel and is mandatory for performing services at an INTESA or Customer site.*

(a) To the extent permitted by local law, Supplier will:

1. obtain from all Supplier Personnel photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government issued passport) and retain copies thereof;
2. to the extent permitted by local law, ensure that, prior to Supplier Personnel being assigned to perform Services under this Agreement on Buyer's or Customer's premises, Supplier Personnel will participate in a criminal background check covering the jurisdictions (including but not limited to all counties or states (whichever is more comprehensive), countries (this would include a federal check in the United States) and provinces) in which the person was employed or resided for the past seven years (or longer as required by applicable law);
3. not assign Supplier Personnel whose background checks show any of the following:
 - (a) felony or misdemeanor convictions involving dishonesty (e.g. bribery, fraud, embezzlement, theft, violations of securities laws), violence (including but not limited to sexual or child abuse crimes), or computer related crimes and/or convictions that are employment-related;
 - (b) the existence of restrictions (such as court orders) that would prevent, or impose limitations on, a person's ability to provide the Services contemplated by this Agreement; or
 - (c) that a person presents a higher than normal security risk to Buyer or Customer.

(b) Once a criminal background check is conducted for a particular individual, such background check may be used by Supplier to satisfy the requirements of this Section titled "Criminal Background Checks" for three (3) years from the date of the background check. To the extent permitted by local law, Supplier shall conduct new background checks on individuals assigned to perform Services under this Agreement every three (3) years.

(c) Nothing in this Subsection titled "Criminal Background Checks" limits Buyer's ability to remove Supplier Personnel from an assignment at Buyer's discretion.

13.0 Insurance

Supplier will maintain at its expense:

1. commercial general or public liability insurance including products liability and completed operations with a minimum limit per occurrence or accident of 5,000,000 USD (or local currency equivalent);
2. workers' compensation and employer's liability insurance as required by local law; and
3. automobile liability insurance as required by local statute but not less than 5,000,000 USD (or local currency equivalent) if a vehicle will be used in the performance of this Agreement.

Insurance required under clauses (1) and (3) above must:

- (a) name Buyer as an additional insured;

General Terms and Conditions of Intesa Spa (Base Agreement)

(b) be primary or non-contributory regarding insured damages or expenses; and
(c) be purchased either: (i) from insurers domiciled in the US with an AM Best Rating of A- or better and a financial class rating of 7 or better or (ii) from non US carriers with a Standard & Poor's rating of BBB or greater and \$50M in policy holder's surplus.

Upon Buyer's request, Supplier will provide to Buyer certificate(s) of insurance to verify compliance with the terms and conditions above.

14.0 Term and Termination

1.1 Termination of this Agreement

(a) Either party may terminate this Base Agreement, without any cancellation charge, for a material breach of this Agreement by the other party or if the other party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law. Such termination will be effective at the end of a thirty (30) day written notice period if the Cause remains uncured.

(b) Notwithstanding anything to the contrary in this Agreement, Buyer may terminate this Base Agreement and any or all SOWs or WAs immediately in case of a breach of the Ethical Dealings provision of this Base Agreement or when Buyer reasonably believes such a breach has occurred or is likely to occur. Termination by Buyer pursuant to this subsection (b) is also termination for Cause.

(c) Either party may terminate this Base Agreement without Cause when there are no outstanding SOWs or WAs. Should Supplier fail to comply with any obligations whatsoever undertaken, Buyer may request such compliance in writing. If Supplier fails to remedy such non-compliance within the period indicated by the request, the WA shall automatically terminate. In this event, Buyer is under no obligation to make any payment for the services performed. Buyer likewise reserves the right to return to Supplier all the components delivered under this WA and to obtain reimbursement of the amount paid to Supplier under this WA, or to withhold said components with payment to Supplier of a sum to be agreed in line with the Price indicated in the WA.

Buyer has the right to terminate the WA under Article 1456 of the Italian Civil Code if Supplier fails to comply with the following sections: 7.1 – Ongoing Warranties; 15.7 - Exchange of Information; 12.0 - Supplier and Supplier Personnel; 16.5 Application of health and safety laws.

In addition to the liquidated damages provided for in the WA, Buyer at all events reserves the right to request compensation for any damage it may have suffered.

1.2 Termination of a SOW or WA

Buyer may, upon written notice to Supplier, terminate for Cause and/or for Convenience a SOW or WA:

1. with Cause effective immediately; or
2. without Cause effective immediately or as otherwise specified in such notice.

Upon termination for Cause and/or Convenience, in accordance with Buyer's written direction, Supplier will immediately:

1. cease work;
2. prepare and submit to Buyer an itemization of all completed and partially completed Deliverables and Services;
3. deliver to Buyer Deliverables satisfactorily completed up to the date of termination at the agreed upon Prices in the relevant SOW and/or WA; and
4. deliver upon request any work in process.

In the event Buyer terminates without Cause, Buyer will compensate Supplier for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination provided Supplier uses reasonable efforts to mitigate Buyer's liability under this Subsection by, among other actions, accepting the return of, returning to its suppliers, selling to others, or otherwise using the canceled Deliverables (including raw materials or work in process) and provided such expenses do not exceed the Prices.

15.0 General

1.1 Amendments

This Agreement may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

The parties agree that any possible future amendment or supplement to the Agreement should be intended as integral part of the Agreement and that any reference to the Agreement mentioned in the SOW and/or any WA, where applicable, are inclusive of such changes and/or integration.

1.2 Assignment

General Terms and Conditions of Intesa Spa (Base Agreement)

Neither party will assign their rights or delegate or subcontract their duties under this Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be withheld unreasonably, except that either party may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void.

If the contractual relationship is ruled by law 192/98 “Disciplina della Subfornitura”, Supplier may assign up to 50% of such works to third parties or Affiliates without the prior oral or written consent of Buyer. However, if the Supplier is assigning more than 50% of the works, Supplier must obtain the prior written consent of Buyer. Any unauthorized assignment of this Agreement is void.

1.3 Choice of Law; Waiver of Jury Trial; Limitation of Action

This Agreement and the performance of transactions under this Agreement will be governed by the laws of the country where the Buyer entering into the Agreement is located, except:

1. in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, this Agreement will be governed by the laws of Austria;
2. in Australia, this Agreement will be governed by the laws of the State or Territory in which the transaction occurs;
3. in Canada, this Agreement will be governed by the laws of the Province of Ontario;
4. in Estonia, Latvia, and Lithuania, this Agreement will be governed by the laws of Finland;
5. in the People's Republic of China, Puerto Rico and in the United States (including if any part of the transaction occurs within the United States) this Agreement and any dispute or controversy arising from or relating to this Agreement will be governed by the laws of the State of New York applicable to contracts executed in and performed entirely within that State;
6. in the United Kingdom, this Agreement will be governed by the laws of England.

The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement. Any legal or other action related to a breach of this Agreement must be commenced no later than two (2) years from the date on which the cause of action arose, unless otherwise provided by local law without the possibility of contractual waiver or limitation.

All disputes arising out of or in connection with the interpretation or performance of this Agreement shall be settled exclusively by Courts of Milan and the parties waive the right to resort to any others.

1.4 Communications

All communications between the parties regarding this Agreement will be conducted through the parties' representatives as specified in the relevant SOW and/or WA. All notices required in writing under this Agreement will be made to the appropriate contact(s) listed in the relevant SOW and/or WA and will be effective upon actual receipt. Notices may be transmitted electronically, by registered or certified mail, or courier. All notices, with the exception of legal notices, may also be provided by facsimile.

1.5 Counterparts

This Agreement may be signed (including by digital or other electronic means) in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Both shrinkwrap and clickwrap licenses accompanying the Deliverables or Services consisting of software and online Terms of Use or Terms of Service relating to Deliverables or Services provided online are null and void, and the terms and conditions of this Agreement prevail.

1.6 Ethical Dealings

Supplier will be familiar and will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. Supplier and its Affiliates have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of Buyer or any of its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. Buyer shall not reimburse Supplier for any such political contributions, payments or gifts.

General Terms and Conditions of Intesa Spa (Base Agreement)

1.7 Exchange of Information

All information exchanged is non-confidential unless it will be made under a separate signed confidentiality agreement between the parties. The parties will not publicize the terms of this Agreement, or the relationship, in any advertising, marketing or promotional materials without prior written consent of the other party except as may be required by law, provided the party publicizing gives the other party reasonable prior notice to allow the other party a reasonable opportunity to obtain a protective order. Supplier will use information regarding this Agreement only in the performance of this Agreement. Any contacts with government employees by Supplier on Buyer's behalf may only be for the purpose of providing Services under this Agreement. For any Personal Data relating to Supplier Personnel that Supplier provides to Buyer, Supplier has obtained the agreement of the Supplier Personnel to release the information to Buyer and to allow Buyer to use, disclose and transmit such information in connection with this Agreement.

1.8 Force Majeure

Neither party will be in default or liable for any delay or failure to comply with this Agreement due to any act beyond the control of the affected party, excluding labor disputes, provided such party immediately notifies the other.

1.9 Freedom of Action

This Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Buyer will independently establish prices for resale of Deliverables or Services and is not obligated to announce or market any Deliverables or Services and does not guarantee the success of its marketing efforts, if any.

1.10 Obligations of Affiliates

Affiliates will acknowledge acceptance of the terms of this Agreement through the signing of a PA before conducting any transaction under this Agreement.

1.11 Prior Communications and Order of Precedence

This Agreement replaces any prior oral or written agreements or other communication between the parties with respect to the subject matter of this Agreement, excluding any confidential disclosure agreements. In the event of any conflict in these documents, the order of precedence will be:

1. the quantity, payment and delivery terms of the relevant WA;
2. the relevant SOW;
3. this Agreement; and
4. the remaining terms of the relevant WA.

15.12.1 Record Keeping and Audit Rights *Is for use with Goods/Software*

Supplier will maintain (and provide to Buyer upon request) relevant business and accounting records to support invoices under this Agreement and proof of required permits and professional licenses, for a period of time as required by local law, but not for less than three (3) years following completion or termination of the relevant SOW and/or WA. All accounting records will be maintained in accordance with generally accepted accounting principles.

15.12.2 Record Keeping and Audit Rights *Is for use with Solutions/Services purchases*

Record Keeping

Supplier will maintain (and subject to applicable law provide to Buyer upon request) relevant business, technical and accounting records (i) to support Supplier's invoices, (ii) to demonstrate compliance with Supplier's performance of its regulatory compliance and security-related obligations under this Agreement, and (iii) proof of required permits and professional licenses, for a period of time as required by applicable local law, but not for less than six (6) years following completion or termination of the relevant SOW and/or WA. All accounting records will be maintained in accordance with generally accepted accounting principles.

Audit Rights

Upon Buyer's notice to audit and at no additional charge to Buyer, Supplier shall provide Buyer (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to any facility at which Supplier is providing Services under this Agreement and to all systems, data and records relating to such Services for purposes of auditing Supplier's performance of its obligations under this Agreement, including to verify compliance with applicable laws and the protection and integrity of Buyer and Customer data. Supplier shall also identify a focal point to support the audit and promptly respond to all reasonable requests for information from Buyer regarding the foregoing, including completing periodic compliance-related questionnaires and providing supporting documentation and other data.

15.13

Severability

General Terms and Conditions of Intesa Spa (Base Agreement)

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

15.14 Survival

The provisions set forth in the following Sections and Subsections of this Agreement will survive after termination or expiration of this Agreement and will remain in effect until fulfilled: "Taxes", "Ongoing Warranties", "Intellectual Property", "Supplier Liability for Third Party Claims", "Limitation of Liability between Supplier and Buyer", "Record Keeping and Audit Rights", "Choice of Law; Waiver of Jury Trial; Limitation of Action", "Exchange of Information", and "Prior Communications and Order of Precedence." Without limiting the foregoing, all licenses under this Agreement will survive to the extent necessary to allow Buyer to continue providing services to its Customers who are Supplier's licensees, notwithstanding the termination or expiration of this Agreement.

15.15 Waiver

An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

15.2 Supplier's Subcontractor Obligations

Supplier shall enter into a written contract with each Subcontractor it is authorized to retain under this Agreement, if any, with such contract committing each such Subcontractor to comply with all of Supplier's obligations and responsibilities under this Agreement (including any SOWs entered into under this Agreement). By way of example but not limitation, those obligations and responsibilities include those contained in the Ethical Dealings and Record Keeping and Audit Rights provisions of this Agreement. In addition, in such written contract, Supplier shall identify Buyer as a direct and intended third-party beneficiary of the Record Keeping and Audit Rights provision, with the effect that Buyer shall have all of the same rights under that provision as Supplier has with Subcontractor. Notwithstanding the foregoing, Supplier's use of a Subcontractor will not relieve Supplier of the responsibility for the Subcontractor's performance.

16.0 Source Code Escrow

1.1 Definitions

The following terms used in this Section shall have the same meaning as defined in the relevant Source Code Custodial Agreement: Source Code, Object Code, Documentation, Triggering Event, Derivative Works, Escrowed Materials and Basic Enhancements.

1.2 Escrowed Materials

For each Licensed Work, Supplier agrees to place in escrow in accordance with the terms and conditions of a separate Source Code Custodial Agreement ("SCCA"), the following materials: (i) two (2) copies of the Licensed Work in machine-readable format, including both Source Code and Object Code; (ii) one (1) complete set of the Documentation related to the Licensed Work in both hard copy and machine-readable form; (iii) one (1) copy of a comprehensive list of all items in the development environment indicating those items which are commercially available on reasonable terms through readily known sources; (iv) one (1) set of the development environment except those items identified pursuant to (iii) above as being commercially available on reasonable terms through readily known sources; (v) one (1) copy of a comprehensive list of all Source Code modules of the Licensed Work.

1.3 Release Events and Rights in Released Escrowed Materials

Supplier will notify Buyer within three (3) days of the occurrence of a Triggering Event. Buyer is granted a nonexclusive, worldwide, perpetual, irrevocable license to prepare and have prepared Derivative Works of Escrowed Materials, and to use, have used, execute, reproduce, transmit, display, perform, transfer, distribute and sublicense Escrowed Materials and such Derivative Works, in any medium or distribution technology for the purposes of maintaining and providing Basic Enhancements to the Licensed Work.

1.4 Confidential Treatment

Buyer and Supplier will treat the release of the Escrowed Materials as a disclosure of Confidential Information (as Confidential Information is defined in the relevant Confidential Disclosure Agreement) under the parties' existing Confidential Disclosure Agreement related to the Licensed Work, or if none, under Buyer's then standard Confidential Disclosure Agreement.

General Terms and Conditions of Intesa Spa (Base Agreement)

1.5 Application of Health and Safety Laws

The parties to this Agreement, to the extent applicable to each, undertake to comply with, and guarantee the compliance with, applicable health and safety laws including by way of example but not limited to, the provisions set out by Legislative Decree 81/08 and any related amendment.

In this respect and furthermore, in order to allow the Buyer and/or the Buyer's Customer to draft the document which evaluates the risks pursuant to Art. 26, third paragraph of the aforementioned Legislative Decree 81/08as amended (hereinafter the "Consolidated Document"), the Supplier shall provide to the Buyer a document containing its evaluation of the risks and associated costs as well as the evaluation provided by its sub-suppliers, which indicates the measures necessary to eliminate any interference in their respective activities.

The Supplier undertakes to provide its aforementioned evaluation of risks and associated costs and also the evaluation prepared by its sub-suppliers together with the offer it will submit to the Buyer, under the express agreement that the validity of such offer is subject to the provision of the documentation evaluating risks and associated costs as described above.

"Clausole vessatorie"

In accordance to the artt.1341 e 1342 c.c. the Supplier explicitly approves the hereunder listed clauses of the Agreement as modified and/or integrated in the present PA:

- 2.0 Statement of Work
- 3.0 Pricing
- 4.0 Taxes
- 5.0 Payments & Acceptance
- 5.1 Outsourcing License
- 5.2 Tracing of Financial Flows
- 7.1 Ongoing Warranties
- 7.2 Standard Warranties
- 7.3 Warranty Redemption
- 7.4 Supplier Individual Requirements
- 7.5 Data Privacy
- 8.0 Delivery
- 9.0 Intellectual Property
- 9.1 Works Made for Hire
- 9.3 Preexisting Materials
- 9.4 Tools
- 9.5 Invention Rights
- 9.6 Joint Invention Rights
- 9.7 Patents
- 9.8 Perfection of Invention Rights
- 9.9 Perfection of Copyrights
- 9.10 Program Products
- 10.1 General Indemnification
- 10.2 Intellectual Property Indemnification
- 11.0 Limitation of Liability between Buyer and Supplier
- 12.0 Supplier and Supplier Personnel
- 12.1 Prohibition of subcontracting - Personnel
- 12.2 General Business Activity Restrictions
- 12.3 Buyer's Safety and Security Guidelines
- 12.4 Asset Control
- 12.5 Supervision of Supplier's Personnel
- 12.6.1 Criminal Background Checks
- 12.6.2 Criminal Background Checks
- 13.0 Insurance
- 14.1 Termination of this Agreement
- 14.2 Termination of a SOW or WA
- 15.2 Assignment
- 15.3 Choice of Law; Waiver of Jury Trial; Limitation of Action
- 15.5 Counterparts
- 15.6 Ethical Dealings
- 15.7 Exchange of Information
- 15.12.1 Record Keeping and Audit Rights

**General Terms and Conditions of Intesa Spa
(Base Agreement)**

- 15.12.2 Record Keeping and Audit Rights
- 15.14 Survival
- 15.16 Supplier's Subcontractor Obligations
- 16.2 Escrowed Materials
- 16.3 Release Events and Rights in Released Escrowed Materials
- 16.5 Application of Health and Safety Laws

ACCEPTED AND AGREED TO:
-
By:
Supplier Signature Date
Printed Name
Title & Organization
Supplier Address: