

General Terms and Conditions

Using this Supplier Relationship Agreement (**Base Agreement** or **Agreement**) or General Terms and Conditions (**GTC**), In.Te.S.A. S.p.A. (**INTESA**) may order deliverables (**Deliverables**) and services available from Supplier (**Supplier**) for itself or on behalf of its customers (**Customers**). Details regarding the Deliverables and Services are provided in the PO. This Agreement, PO, together with any Attachments and the quantity, payment and delivery terms of the Work Authorization are the complete agreement (**Agreement**) regarding transactions hereunder. The effective date of this Agreement will be the date of the last party's signature.

1. Deliverables and Services

1.1 Deliverables consisting of Programs and Products

A **Program** is a software program and related material available for license from Supplier. Programs are copyrighted and licensed (not sold) and a **Product** is a tangible item (other than a Program) that Supplier prepares for or provides to INTESA. Applicable Program and Product details are described in a PO or Attachment.

1.2 Services consisting of Cloud Services and Other Services

A Cloud Service is an offering hosted or managed by Supplier and made available via a network. Other Services, in addition to Cloud Services, may include consulting, installation, customization and configuration, maintenance, staff augmentation, and business, technical or other services (each, a **Service**). Applicable Service details are described in a PO or Attachment.

Deliverables and/or Services will be delivered as specified in a PO. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify INTESA and INTESA may cancel without charge Deliverables or Services not yet delivered and exercise any and all other remedies available to it.

Except as otherwise specified in a PO or Attachment, Supplier will only use the information, materials, assets, data (including any data that can identify or locate an individual (**Personal Data**)) and documents provided to Supplier or uploaded to or stored in a Cloud Service by INTESA or its users (collectively, **INTESA Materials**) as needed to perform under this Agreement. Supplier will not disclose INTESA Materials to any third party and will return or destroy INTESA Materials (and certify to INTESA regarding the same) upon the earlier of the expiration of the relevant PO or INTESA's request.

2. Issuance of a Work Authorization and Pricing

Unless otherwise set forth in a PO, Supplier will begin work only after receiving a PO from INTESA. A PO is INTESA's authorization in either electronic or tangible form for Supplier to conduct transactions under this GTC in accordance with the applicable PO (i.e., a purchase order, bill of lading, or another INTESA designated document). A PO is a PO only if designated as such in writing by INTESA. The agreed upon pricing and currency for Deliverables and Services, exclusive of Taxes but including all applicable fees and royalty payments (**Prices**), shall be set forth in the PO and/or attachment. The Prices for Deliverables and Services specified in a PO plus applicable Taxes will be the only amount due to Supplier from INTESA. Payment of invoices does not constitute acceptance of Deliverables or Services. Deliverables and Services are subject to inspection, test, acceptance or rejection in accordance with the relevant PO. Supplier must submit invoices and any other claims for reimbursement to INTESA within one year from the date of INTESA's acceptance of Deliverables or Services.

Supplier assumes any responsibility and/or expenses connected with the Deliverables and Services they provide to INTESA in other Sections of the Agreement.

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.

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3. Warranties

Supplier warrants on an ongoing basis that i) its performance of the Agreement will comply with all applicable laws and the terms of any contracts applicable to it (including licensing agreements); ii) Deliverables and Services do not infringe any privacy, intellectual property or other right of a third party; iii) Deliverables are safe for use with, and will comply with, the warranties and requirements in this Agreement; iv) it has disclosed to INTESA in writing the existence of third party or open source code in, or provided with, Deliverables; v) Deliverables and Services do not contain harmful code; vi) it will comply with import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Supplier will not export, directly or indirectly, any technology, software or commodities provided by INTESA under this Agreement to any prohibited destination or for any prohibited end use. Supplier will provide INTESA with information about Deliverables and Services necessary for export compliance.; vii) Programs and Services conform to their official published specifications and Supplier will not electronically or otherwise disable, remove or otherwise prevent the use of a Program or Service; viii) it will use all INTESA Materials and Developed Works (as defined in Intellectual Property below) under this Agreement solely in the performance of this Agreement; ix) it has implemented and will maintain technical and organizational security measures to protect INTESA Materials against loss, alteration, unauthorized disclosure, access or other unlawful forms of processing including, without limitation, not loading any INTESA Materials provided to Supplier on any laptop computers or portable storage media unless such materials have (or the device itself has) been encrypted; x) it will report to INTESA any actual or suspected breaches of security of INTESA Materials immediately after discovery thereof if the INTESA Materials were, or could be, accessed, used or acquired by an unauthorized person or entity or otherwise compromised; xi) Services are provided using reasonable care and skill in accordance with this Agreement; and xii) 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.

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

Subject to the Indemnity section, if Deliverables or Services do not comply with the warranties in this Agreement or the acceptance or completion criteria, INTESA may reject the Deliverables or Services and Supplier will repair, replace or re-perform the Deliverables or Services without charge and in a timely manner. If Supplier cannot do so within ten (10) business days or any mutually agreed upon (in writing) time period, Supplier will refund all fees paid by INTESA for such Deliverables and/or Services

3.1 Supplier Individual Requirements

Supplier declares to have the mandatory requirements set forth in:

1. Legislative Decree n. 159/2011; and
2. Legislative Decree n. 50/2016 Article 85; and
3. any further modifications thereto.

Supplier undertakes, upon INTESA 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:

1. the Supplier lacking the mandatory individual requirements as per the current laws to prevent mafia-crimes; or
2. issue by the Supplier of statements containing untrue data and information.

INTESA will be entitled to terminate this PO pursuant Article 1456 c.c., by means of a simple written notification.

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4. 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 INTESA or 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. INTESA shall not reimburse Supplier for any such political contributions, payments or gifts. **Affiliates** are entities that control, are controlled by, or are under common control with, a party to this Agreement

5. Taxes

Supplier's invoices shall state all applicable Taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Services and Deliverables. 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.

If INTESA 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 INTESA agrees to pay any such Tax that is legally owed.

INTESA 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. INTESA agrees to remit in a timely manner all Taxes withheld to the appropriate government authority in each respective jurisdiction. Upon INTESA 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.

6. Intellectual Property

INTESA will own the copyright in works of authorship that Supplier develops for INTESA under this Agreement (**Developed Works**) and all such works 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 INTESA.

Developed Works exclude **Preexisting Works** and **Tools**. Preexisting Works include works of authorship delivered to INTESA, but not developed by Supplier specifically for INTESA under the PO, and any modifications or enhancements of such works made under the PO.

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. **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.

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.

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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 INTESA harmless from any damage, cost and/or expenses arising out from the infringement of the above mentioned provisions of law. This clause will survive after termination or expiration of any relevant Agreement and will remain in effect until fulfilled.

7. Liability

Neither party will be liable to the other for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. The following amounts, if a party is legally liable for them, are not subject to the above limitation: i) amounts arising from third party claims for which INTESA is indemnified (see Indemnity below); ii) damages for bodily injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

The limitation of liability in this Agreement will apply within the limits of art. 1229 c.c.

8. Indemnity

Supplier will defend, hold harmless and indemnify, including legal fees, INTESA against third party claims (including Customer's claims) that arise or are alleged to have arisen, and/or government fines and penalties that are imposed, 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. **Personnel** are individuals who are i) employees of a party, ii) agents appointed by a party, iii) independent contractors engaged by a party, or iv) provided to a party by a Subcontractor. A **Subcontractor** is an individual (independent contractor), a corporation, a partnership, a limited liability company or other entity to which (or to whom) work to be performed under this Agreement has been subcontracted by Supplier to the extent permitted under this Agreement.

Supplier will defend, hold harmless and indemnify, including legal fees, INTESA from third party claims that Supplier's Deliverables or Services infringe the intellectual property rights of a third party. In addition, Supplier, at its own expense, will: i) obtain for INTESA the right to continue to use, sell and license the Deliverables or Services; ii) modify the Deliverables or Services so they are non-infringing; or iii) replace the Deliverables or Services with non-infringing ones that comply with this Agreement. Alternatively, at INTESA's request, Supplier will accept the cancellation of infringing Deliverables or Services without any cancellation liability and Supplier shall refund any amounts previously paid by INTESA. INTESA will give Supplier prompt notice of third party claims against IBM, and cooperate in the investigation, settlement and defense of such claims.

9. Term and Termination

This Agreement will remain in effect until terminated. Either party may terminate this Agreement for cause if the other is in material breach of this Agreement or, to the extent permitted by law, if the other party becomes insolvent or files or has filed against it a petition in bankruptcy, provided the one who is not in breach gives written notice (with the termination date) and, when in INTESA's discretion a material breach can be cured, a reasonable opportunity to cure.

Should Supplier fail to comply with any obligations whatsoever undertaken, INTESA may request such compliance in writing. If Supplier fails to remedy such non-compliance within the period indicated by the request, the PO shall automatically terminate. In this event, INTESA is under no obligation to make any payment for the services performed. INTESA likewise reserves the right to return to Supplier all the components delivered under the PO and to obtain reimbursement of the amount paid to Supplier under the PO, or to withhold said components with payment to Supplier of a sum to be agreed in line with the Price indicated in the PO.

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

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Supplier's breach (or IBM's reasonable belief that Supplier has breached or is likely to breach) of the Ethical Dealings provision of this Agreement constitutes a material breach of this Agreement and, in such event, INTESA may terminate this Agreement immediately on written notice to Supplier, without any liability to INTESA. When there are no PO or Attachment in place between the parties, INTESA may terminate this Agreement without cause by providing written notice to Supplier. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

INTESA may, upon written notice to Supplier, terminate a PO i) for cause upon material breach by Supplier or ii) without cause, in each case with termination effective on the date set forth in the notice. Upon termination, in accordance with INTESA's written direction, Supplier will cease work under the relevant Agreement and deliver to INTESA, among other things, all Deliverables completed as of the date of termination and all works in progress. In the event Buyer terminates without Cause, INTESA 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 such expenses do not exceed the Prices.

In derogation of art. 1671 of the Civil Code, upon termination without cause, INTESA will compensate Supplier only for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination.

10. Insurance

Supplier will maintain at its expense (and provide certificates of insurance at INTESA's request) i) all statutory mandated insurance such as workers' compensation and employer's liability, ii) commercial general liability insurance including products liability and completed operations with a minimum per occurrence limit of 5,000,000 USD (or local currency equivalent), and iii) automobile liability insurance (if a vehicle is to be used in performance of this Agreement) of at least 5,000,000 USD (or local currency equivalent). Commercial general liability insurance and automobile insurance policy limits may be met through a combination of primary and umbrella/excess liability insurance and must name INTESA as an additional insured. Insurance required under a PO or Attachment must be purchased either from insurers with an AM Best Rating of A- or better, or with a Standard & Poor's rating of BBB and \$50M in policy holder's surplus or greater.

11. Record Keeping and Audit Rights

Supplier will maintain (and subject to applicable law provide to INTESA upon request) relevant business, technical and accounting records i) to support Supplier's invoices; ii) show proof of required permits and professional licenses and iii) to demonstrate compliance with Supplier's performance of its obligations under this Agreement, for not less than six (6) years following completion or termination of the relevant Services. All accounting records will be maintained in accordance with generally accepted accounting principles.

Upon INTESA's notice, INTESA may, at no charge to INTESA, audit Supplier's compliance with its obligations under this Agreement, including verifying compliance with applicable laws and the protection and integrity of INTESA Materials. In connection with an audit, Supplier shall provide INTESA (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 or any Subcontractor is providing or has provided Services or Deliverables under this Agreement and to all systems, data and business, technical and accounting records relating to Supplier's (and any Subcontractor's) compliance with its obligations. Supplier shall provide its full cooperation in any such audit, including by designating a focal point to support an audit and, if required by INTESA, promptly securing the rights for INTESA to directly request from any Subcontractor, and for the Subcontractor to promptly provide to INTESA, access to such systems, data and records relating to the work performed by such Subcontractors.

12. Governing Law

Except as otherwise set forth in the PO, the parties agree to: the application of the Italian laws without regard to conflict of law principles. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under these GTC. Except as

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otherwise provided by local law and without possibility of renunciation or contractual limitation, neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. No right or cause of action for any third party is created by these GTC or any transaction under it.

This Agreement is subject to the laws of Italy. All disputes arising out of or in connection with the interpretation or performance of the Agreement shall be settled exclusively by Courts of Turin and the parties waive the right to resort to any others.

13. Business Continuity

Supplier agrees to have and maintain a business continuity plan and business continuity testing procedures, which include but are not limited to the areas of disaster recovery planning and pandemic planning, and cyber security. Cyber security programs must include, at a minimum, provisions to prevent, detect and respond to cyber security incidents. Supplier agrees to provide the specific recovery targets of the business continuity plan and to review, update, and test the business continuity plan annually and, upon INTESA's request, Supplier will provide a summary of the business continuity plan and test results. INTESA may, from time to time, provide feedback regarding the plan and requests that Supplier take INTESA's comments into consideration when updating the plan. However, Supplier remains solely responsible for the performance of its responsibilities under the Agreement and the adequacy of the business continuity plan regardless of whether IBM has reviewed or commented on the plan.

14. Supplier and Supplier Personnel

Supplier:

- a. is an independent contractor and this Agreement does not create an agency, partnership or joint venture relationship between INTESA and Supplier or Supplier Personnel. INTESA assumes no liability or responsibility for Supplier Personnel
- b. shall, upon request of INTESA and to the extent permitted by applicable law, provide to INTESA (I) for export evaluation purposes, the country of citizenship and permanent residence and immigration status of its Personnel, (II) written confirmation (i) that Supplier Personnel are eligible to work in the country where the Services are being provided and (ii) to the extent required by applicable law, that Supplier participates in eVerify pursuant to applicable Executive Order(s) and United States Department of Homeland Security, and (III) if specific education requirements are required by INTESA, proof of education for Supplier Personnel.
- c. shall instruct its Personnel that employment related issues should be brought forward to Supplier (and not INTESA) and shall notify INTESA promptly where such issues relate to actions which are alleged to have been taken by INTESA or its Personnel to enable INTESA to investigate as necessary;
- d. is and shall remain responsible for the day to day supervision, control, terms and conditions, hiring, verification of eligibility to work, discipline, performance management, termination, counseling, scheduling, compensation, benefits and other activities, withholdings, health and safety of Supplier Personnel, and shall ensure Supplier Personnel do not seek to obtain the same from INTESA. To avoid any confusion, Supplier remains the employer of Supplier Personnel at all times. Further, this Agreement does not create an employment relationship between INTESA and Supplier Personnel;
- e. shall provide written confirmation to each Supplier Personnel that Supplier remains the employer of Supplier Personnel, assignment to INTESA does not create an employer/employee relationship, INTESA is not their employer, and they are not entitled to IBM benefits. Supplier is obligated to provide such notice upon request by INTESA;
- f. acknowledges that INTESA has no responsibility for reviewing or approving timesheets; however, INTESA may review such timesheets for billing verification purposes only;
- g. is responsible for the actions and inactions of Supplier Personnel and compliance by Supplier Personnel with the requirements of this Agreement;

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h. agrees that INTESA retains the right to refuse to accept Supplier Personnel made available by Supplier to perform Services hereunder and may request the removal of Supplier Personnel from assignment under this Agreement, for any lawful reason at INTESA's sole and reasonable discretion.

14.1 Personnel

Supplier cannot subcontract to third parties (both individuals or companies) all or part of the Services if not approved in advance by the INTESA. Supplier will make available to INTESA 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 INTESA for all obligations of this Agreement. INTESA 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:

1. Comply with all the obligations arising out of the legal provisions and regulations on employment and social insurance, bearing the relative cost;
2. 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;
3. 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 the PO, 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;
4. 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 INTESA's request;
5. 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 INTESA's request;
6. draw up appropriate agreements with its employees that permit them to comply with all the obligations deriving from this Agreement;
7. supervise the compliance with regulations protecting the health and safety of the Supplier's personnel pursuant to Legislative Decree 81/08;
8. guarantee furthermore its collaboration with INTESA 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;
9. 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;
10. upon INTESA's request, provide documentation to verify compliance with this Section titled "Supplier and Supplier Personnel".

To the extent art. 17-bis of Legislative Decree n. 241/1997 applies, within 5 days from the payment term of the salary deductions, Supplier shall provide to IBM the following documents:

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- Copy of payment delegations related to the remittance of salary deductions related to employees working in the Services (Modello F24)
- List of employees' names, with fiscal code, engaged in the former month in the Services, specifying the amount of worked hours, the related salary, the amount of the fiscal deductions for each employee.

Should the Supplier provide the certification containing the requirements set forth in paragraph 5, art. 17-bis, within 5 days from the payment term of the salary deductions, the documentation above is not required.

In case of breach of the above obligations, INTESA shall suspend invoice payment to the extent provided by the legislation. In compliance with the legislation, Supplier shall provide the documentation of this clause directly to INTESA Customer when INTESA provides the Services to Customer. INTESA undertakes the responsibility to communicate the names of INTESA Customers to the Supplier. Upon Customer's request, INTESA may provide Supplier's documentation directly to the Customer. Supplier has obtained the agreement of the Supplier Personnel to release the data to INTESA and to allow INTESA to use, disclose and transmit such data in connection with this Agreement. Notice and information related to the processing of Personal Data by INTESA is available at <https://www.intesa.it/privacy/>

INTESA has the right to terminate the Agreement according to art. 1456 of the Italian Civil Code if Supplier fails to comply with this Section.

14.2 Posted Workers

Where Supplier intends to use Supplier Personnel and/or subcontractors who are deemed posted workers (as defined in EC Posted Worker Directive 96/71/EC and/or any related or derived EC or national legislation) or temporary agency workers (as defined in EC Directive 08/104/EC, and/or any related or derived EC or national legislation) (together hereinafter "Posted Workers") for the provision of Services to Buyer and/or to Buyer's Customer(s), the Supplier will, prior to each Posted Worker commencing work in the country they are posted to, inform Buyer and provide to Buyer all statutorily required information, as well as evidence of compliance with the above-mentioned legislation. The Supplier warrants that the information provided is at all times correct, accurate, and up to date, and the Supplier agrees to provide updated information to the Buyer immediately at any time upon Buyer's request. Should the Supplier's, or the Supplier's subcontractor's, breach of this provision cause the Buyer or its personnel to be held liable or to be fined, the Supplier shall indemnify the Buyer and its personnel against all claims and/or fines that arise or are alleged to have arisen as a result of such breach. Notwithstanding anything to the contrary in the Agreement, Buyer may terminate this Agreement, any PO immediately for Cause in case of a breach of this provision or when Buyer reasonably believes such a breach has occurred or is likely to occur. In addition to this, the Buyer may request the immediate removal of Posted Workers from assignment under the Agreement.

14.3 Asset INTESA

Supplier shall instruct Supplier Personnel to:

- a) use INTESA Assets only for purposes of this Agreement and Supplier will reimburse INTESA for any unauthorized use;
- b) only connect with, interact with or use programs, tools or routines that INTESA agrees are needed to provide Services;
- c) not copy, disclose or leave INTESA Assets unsecured or unattended;
- d) promptly notify INTESA of any accident or security incidents (such as those involving loss or misuse of, or damage to, IBM Assets (as defined below), and Supplier will provide IBM with a copy of any accident or security incident report involving the above.

INTESA may periodically audit Supplier's use of INTESA Assets. "INTESA Assets" means INTESA's or Customer's computer systems and/or networks, INTESA's or Customer's property that is accessed or used by Supplier Personnel or materials, data, documents or information provided to Supplier Personnel by (or on behalf of) INTESA.

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14.4 Supplier access to INTESA or Customer Premises

If Supplier Personnel will have access to INTESA or Customer premises, Supplier shall conduct orientation sessions with its Personnel before placement on an assignment with IBM or Customer and identify and provide contact information (which shall be updated by Supplier as necessary) for all supervisor(s) for Supplier Personnel.

Supplier shall instruct Supplier Personnel as follows:

- (a) Supplier Personnel on INTESA's or Customer's premises may not (i) bring weapons of any kind onto such premises; (ii) possess, use or be under the influence of controlled substances or alcoholic beverages; (iii) have in their possession hazardous materials of any kind without IBM's authorization; (iv) send or receive non-INTESA or Customer email through INTESA's or Customer's mail systems; (v) sell, advertise or market any products or distribute printed, written or graphic materials without INTESA's written permission; or (vi) conduct any non-INTESA or non-Customer related business activities while assigned to work under this Agreement.
- (b) Supplier Personnel on INTESA's or Customer's premises must (i) obtain a valid identification badge from IBM or Customer and return identification badges upon completion or termination of assignments; (ii) remain in authorized areas only (limited to work locations, cafeterias, restrooms and parking lots); (iii) access and use for work only the materials, documents, information and data necessary to perform and (iv) immediately report to Supplier any incidents (such as actual or alleged physical alterations, assaults, harassment and/or inappropriate behavior) so that Supplier can promptly notify INTESA and provide INTESA with a copy of any incident report.

14.5 Criminal and other Background Checks

- a. Supplier shall inform INTESA if any Supplier Personnel to be assigned to perform Services hereunder are former employees of INTESA, which assignment is subject to INTESA's approval.
- b. To the extent permitted by local law, Supplier will obtain from 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).
- c. To the extent permitted by local law, Supplier will conduct or otherwise obtain criminal background checks on Supplier Personnel as defined in section (d) below, in locations where the Supplier Personnel resided for the past seven years. Where no criminal convictions within the past seven years are identified, Supplier Personnel may be assigned to perform Services. Where a criminal conviction is identified, Supplier may not assign Supplier Personnel where Supplier Personnel is disqualified from performing Services based on Supplier's individualized assessment of the conviction against the Services to be performed in accordance with applicable law and guidance, which may include but is not limited to the Equal Employment Opportunity Commission's promulgated guidance in the United States or similar state or other government promulgated guidance, as applicable.

If, after such assessment, Supplier still recommends assigning a Supplier Personnel with a criminal conviction to perform Services, INTESA must first be informed of such decision. INTESA will thereafter review the criminal conviction and Services which will be performed and/or access that the Supplier Personnel will have. Unless otherwise required for this review, INTESA will not receive any personally identifiable information (e.g., Supplier Personnel name, social security number, etc.)

- d. For Supplier Personnel in the United States, a Federal background check must be conducted as well as a county or state background check, whichever is more comprehensive. In other countries, background checks may be at the county, state, province and/or country level, whichever is most comprehensive.
- e. Upon INTESA request and subject to applicable law, Supplier will provide documentation to INTESA to verify its compliance with this section.
- f. Notwithstanding the foregoing, Supplier is not required to conduct an additional background check on Supplier Personnel if (a) Supplier conducted a background check that meets or exceeds INTESA's requirements in the Criminal and other Background Checks subsection above in the last five (5) years and (b) the Supplier Personnel have not had a gap in employment with Supplier during that five-year period.

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15. 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 GTC, the PO and/or Attachment shall be terminated pursuant to art. 1456 civil code, without prejudice to the Supplier's liability for any damages caused by such violation.

16. 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 INTESA and/or INTESA's Customer to draft the document which evaluates the risks pursuant to Art. 26, third paragraph of the aforementioned Legislative Decree 81/08 as amended (hereinafter the "Consolidated Document"), the Supplier shall provide to INTESA 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 INTESA, 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.

INTESA has the right to terminate this Agreement, the PO under art. 1456 of the Italian Civil Code if Supplier fails to comply with this Section.

17. General

- a. A party will not disclose confidential information to the other without a separate, signed confidentiality agreement governing such disclosures.
- b. Any licenses accompanying the Programs, and any shrink wrap, click wrap, cloud services, or online terms for Services are null and void, and the terms and conditions of the Agreement prevail.
- c. The parties will not publicize their relationship in any advertising, marketing or promotional materials without prior written consent of the other party except as may be required by law.
- d. INTESA may process and store business contact information of Supplier Personnel in connection with the performance of this Agreement wherever INTESA does business. 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 data to Buyer and to allow Buyer to use, disclose and transmit such data in connection with this Agreement.
- e. The Agreement is nonexclusive and either party may design, develop, manufacture, acquire or market competitive products or services. Each party is responsible for determining the assignment of its Personnel.
- f. All changes to the Agreement must be in writing signed by both parties. In the event of a conflict, the order of precedence will be: A) any accepted changes to price, payment, quantity or delivery terms contained in the PO; B) the relevant PO (including Attachments thereto); and C) this GTC (including Attachments thereto).
- g. Risk of loss and title to any tangible property will pass to Buyer or Customer at the delivery point. Parties shall be responsible for the damage, destruction, loss or theft ("**Loss**") of their respective tangible property (whether owned or leased). Parties shall look to their own insuring arrangements regarding such Loss.
- h. Neither party may assign its rights under this Agreement to third parties or Affiliates without the prior written consent of the other party, such consent not to be unreasonably withheld; except that either party may assign this Agreement in conjunction with the sale of a substantial portion of its business utilizing the Agreement. Any unauthorized assignment of this Agreement is void. Supplier shall not delegate or subcontract any of its duties or obligations under this Agreement to any third party, Subcontractor or Affiliate, except to the extent permitted in a PO. INTESA has announced that it will transfer its Managed Infrastructure Services business to an affiliate ("Newco"), and will then spin

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out Newco from INTESA's enterprise. INTESA will provide Supplier with at least 30 days' notice prior to the date the transfer is completed (the "Transfer Effective Date") and Newco will provide Supplier with at least seven (7) days' notice prior to the date the spin out is effected. Supplier hereby agrees, notwithstanding anything to the contrary herein, that all or part of INTESA's rights, title and interests and duties, liabilities and obligations under this Agreement may be freely assigned, novated and transferred to Newco, and the spin out effected, without further consent from Supplier provided Newco irrevocably accepts INTESA's rights, title and interests and assumes such duties, liabilities and obligations under this Agreement as of the Transfer Effective Date. As of the Transfer Effective Date, Supplier hereby releases INTESA from all such duties, liabilities and obligations under this Agreement. As a consequence of the novation of this Agreement, the [insert applicable name of base agreement, etc.], which currently forms a part of this Agreement, shall remain in effect between INTESA and Supplier and will apply as a separate independent agreement governing to Newco's and Supplier's performance as if such [base agreement, etc.] was executed between Newco and Supplier.

- i. An effective waiver under the Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of non-compliance by the other will not be deemed a waiver of future instances of non-compliance. 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 INTESA. However, if the Supplier is assigning more than 50% of the works, Supplier must obtain the prior written consent of INTESA. Any unauthorized assignment of this Agreement is void. Nevertheless, if INTESA considers the contracted goods or services confidential, subcontractors to be engaged shall have prior written approval of INTESA and shall enter into a confidentially agreement to a sample provided by INTESA to the Supplier.
- j. All notices under the Agreement must be in writing and sent to the address below, unless a party designates in writing a different address (or an Affiliate designates a different address in a Participation Attachment). "**Participation Attachment**" or "**PA**" means an attachment signed by one or more Affiliates which incorporates by reference the terms and conditions in this Agreement, any relevant PO and other attachments or appendices specifically referenced in the PA.
- k. The parties' consent to the use of electronic means and facsimile transmissions for communications as a signed writing. This Agreement, and any PO and Attachments may be signed in one or more counterparts. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any prior course of dealing, discussions or representations between the parties regarding the subject matter hereof.
- l. 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.
- m. This Agreement applies to INTESA and Supplier (the signatories below) and their respective Affiliates who avail themselves of the Agreement by entering into a PO or Participation Attachment under this Agreement. Such Participation Attachments and/or PO and/or Agreement entered into by Affiliates of either of the parties are independent agreements between the signatories thereto. INTESA is not liable to Supplier or Supplier Affiliate for any actions or inactions of any Affiliate of INTESA, nor shall any action or inaction by Affiliates of INTESA constitute a breach of this Agreement between INTESA and Supplier.
- n. In situations where Supplier will be providing Services or Deliverables to a Customer of INTESA (whether directly or indirectly through INTESA), references to INTESA shall be deemed to include the Customer in the following sections of this Agreement: Deliverables and Services; WA and Pricing (with respect to delivery and acceptance); Warranties, Intellectual Property; Indemnity; Supplier and Supplier Personnel; and Record Keeping and Audit Rights.
- o. Supplier will comply with the Social and Environmental Management System Supplier Requirements found in this URL: [Social and Environmental Management System Supplier Requirements](#)
- p. The following provisions shall survive termination or expiration of this Agreement and shall remain in effect until fulfilled: Warranties; Taxes; Intellectual Property; Liability, Indemnification; Record Keeping and Audit Rights; Governing Law; Supplier and Supplier Personnel; and General. Without limiting the foregoing, all licenses under this Agreement will survive to the extent necessary to allow INTESA to continue providing services to its Customers who are Supplier's licensees, notwithstanding the termination or expiration of this Agreement.

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18. Amendement

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 PO, a PO or in this document, where applicable, are inclusive of such changes and/or integration.

According to art. 1341 and 1342 of the Italian Civil Code and for their purposes, the Supplier expressly approves the following sections:

- o "Issuance of a Work Authorization and Pricing";
- o "Supplier Individual Requirement";
- o "Intellectual Property";
- o "Term and Termination";
- o "Governing Law";
- o "Deliverables Consisting of Programs and Products";
- o "Supplier and Supplier Personnel";
- o "Tracing of Financial Flow",
- o "Application of Health and Safety Laws".

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Attachment A: SaaS

1. Definitions

"Cloud Services" are offerings that Supplier makes available to INTESA and its users remotely through the internet providing access to the functionality of programs and computing infrastructure that comply with the technical specifications provided in Exhibit C. A Cloud Service is not a program but may require INTESA to download Enabling Software to use it and related documentation.

"Content" means any information or electronic data that are created in or provided to the Cloud Service by INTESA and any user authorized by INTESA.

"Deliverables" is defined in the Agreement and includes the Enabling Software and any error corrections and updates made by Supplier during the Term of the PO and related documentation.

"Downtime" means any period of time during which the Cloud Service is not available to INTESA or its users or during which INTESA or its users cannot access or use the functionality of the Cloud Service.

"Enabling Software" means software or other copyrightable material which is provided to enable or facilitate use of the Cloud Service by IBM or its Customers and related documentation.

"Instance(s)" means the specific configuration of virtual and/or physical resources (hardware, software, networking, and data) on or through which the Cloud Service is provided to and supported for INTESA and its authorized users.

"Intellectual Property Rights" or **"IPR"** are the copyrights, patents, trade secrets, trademarks, and any other intangible rights incorporated into the Services or Deliverables, the exploitation of which is reasonably associated with the INTESA activities authorized in this Attachment.

"Maintenance Time" is the period during which the Cloud Service may not be accessible each month (not to exceed four hours total per month) so that Supplier can perform maintenance on the system. Maintenance details are described in Exhibit B, attached hereto and incorporated herein. Maintenance Time is not considered Downtime unless Maintenance Time exceeds four (4) hours per month.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime in that calendar month, divided by the total number of minutes in that calendar month.

"Offering" means a product, program service or combination thereof to Customers whether or not branded by INTESA or its Affiliates that includes the Program and/or Cloud Services or a derivative work of a Program and/or Cloud Services.

"Service" is defined in the Agreement and includes the Cloud Services.

"Service Credit" is a dollar credit, calculated as set forth in Exhibit A, that is credited back to the applicable Purchase Order.

2. Cloud Service License

Supplier grants INTESA a non-exclusive, worldwide IPR license and access right to use, execute, perform, reproduce, distribute, modify and display the Cloud Service and any Enabling Software and any associated Deliverables in accordance with this Agreement and to sublicense all the foregoing rights, including in and through Offerings.

3. Location of Supplier Data Center

The Cloud Service, including the processing and storage of Content, will be provided from Supplier's data center located at <full physical address TBD>. If alternate locations are not already specified and approved herein, the data center location will not be changed without INTESA's prior written approval in an amendment to this Agreement. For the avoidance of doubt, Supplier may retain INTESA, under a separate agreement, to provide hosting and related services to Supplier.

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4. Acceptance

Upon Supplier's delivery of the Cloud Service to INTESA, initially or thereafter as the result of updates, upgrades, error corrections, or other changes to the Cloud Service, INTESA may conduct acceptance testing for a period of up to 30 calendar days, performing such tests as INTESA deems appropriate.

In the event INTESA encounters any errors during acceptance testing, INTESA may notify Supplier and may provide Supplier with the test results and other available documentation of the errors. For errors reported in accordance with the Maintenance and Support process in Exhibit B ("Maintenance and Support Policy"), Supplier will correct all such errors and re-deliver the Cloud Service to INTESA. INTESA will then restart or resume its acceptance testing of the Cloud Service.

The acceptance period of the Cloud Service will be extended by the number of days it takes Supplier to re-deliver the Cloud Service (with error corrections) to INTESA. Upon INTESA's successful completion of its acceptance testing, INTESA will provide notice to Supplier of the acceptance. Acceptance of the Cloud Service by INTESA does not relieve Supplier of any of its responsibilities under the Agreement, including but not limited to warranty responsibilities, applicable quality requirements, infringement, or product liability.

5. Hosting Operations, Safety and Security

Supplier shall be responsible, at its own expense, for operating and maintaining the hosting environment. Supplier shall maintain and protect the hosting environment and all its other assets utilized in providing the Cloud Service to INTESA (including leased and licensed assets) in good condition and in such locations and configurations to be readily identifiable to INTESA or its designees.

Supplier will not disclose Content other than to Supplier Personnel for use only to the extent needed to deliver the Cloud Service. Supplier will return or destroy Content upon the expiration or cancellation of the Cloud Service, or earlier upon INTESA's request.

Supplier warrants that it does and will maintain physical, technical, and administrative security procedures and practices equal to or better than industry security standards for ensuring protection of the Cloud Service, including Content stored therein, from unauthorized access, destruction, use, modification or disclosure. Upon request, Supplier will provide evidence of relevant compliance and accreditation, such as certificates or summary reports resulting from audits such as ISO, SSAE, or other industry good practices standards. In addition, and on request, Supplier shall provide IBM with the most recent certifications and/or summary audit reports concerning the security measures for the Cloud Service or Supplier's computing environment used to provide the Cloud Service.

6. Content

Ownership of Content. Content is proprietary and confidential information of INTESA or its Customers, and Supplier will use Content or other INTESA information and materials provided to Supplier solely for providing the Cloud Service and any related Services or Deliverables contemplated by the Agreement. The Agreement does not grant any other right and/or license, express or implied, with respect to Content or other proprietary information and materials provided by INTESA to Supplier.

Backup of Content. Supplier shall maintain a daily backup of Content that can be recovered and restored on Supplier's production system within twenty-four (24) hours of INTESA's request.

7. Security

At no additional cost or expense to INTESA, at least once each calendar year during the term of the Agreement, Supplier shall obtain a review of its systems and operations by an independent auditor in accordance with SOC 2 Type 2 (including, at a minimum, security, availability and privacy). Supplier shall deliver to Buyer a SOC 2 Type 2 report at least once per calendar year. Supplier shall promptly resolve any internal control weaknesses noted during the SOC 2 reviews at no

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additional expense to Buyer. In addition, at no additional cost or expense to INTESA, at least once each calendar year during the term of the Agreement, Supplier shall provide to IBM evidence of ISO 27001 compliance/certification.

8. Disaster Recovery

As part of Cloud Service fees, for both production and test systems, Supplier will perform complete system backups <daily, hourly, frequency TBD> of the most current versions of INTESA's Content, Supplier's Software, Enabling Software, and any other applicable data and software required for the production operation, testing, maintenance, and support of the Cloud Service (the "Recovery Point Objective"). Supplier will maintain such versions of the Cloud Service in a nationally recognized secure storage facility and/or fully equipped data center approved by INTESA. Such disaster recovery data center identified herein will provide fully operational production and testing systems for the Cloud Service and comply in all substantial respects with this Agreement. The storage facility will be provided by <TBD> located at <TBD>. The data center will be provided by <TBD> located at <TBD>.

In the event of a natural or man-made disaster (including electrical outages, computer viruses or other malware), Supplier will, within <X hours, one day, ten business days, one month, etc. TBD> after the disaster ("the Recovery Time Objective"), restore the most recent Cloud Service backup (per the Recovery Point Objective) in an alternate hosting environment and fully enable the production and testing Instances for the Cloud Service.

9. Transition Assistance Services

In the event INTESA needs to migrate, transfer, or terminate the Cloud Service, in whole or in part, Supplier will provide, to the extent of INTESA's request, the transition assistance Services described below (the "Transition Assistance Services"). During the term of the Agreement, and up to one year thereafter, at the professional Services rates and applicable fixed fees specified in the Agreement, in accordance with a transition assistance PO(s), Supplier will:

- A. cooperate with INTESA, Customer, and/or any other service provider designated by INTESA to support the transfer of Content and/or any applicable Supplier Software licensed to INTESA (and related Services and Deliverables) to Customer, INTESA, or other service provider.
- B. provide professional Services as requested by INTESA to facilitate the transition (including support for the transfer/migration of Supplier Software) from the Cloud Service to a replacement solution provided by INTESA, Customer, or other service provider.
- C. continue providing and supporting the Cloud Service until the transition to a replacement solution has been completed and INTESA notifies Supplier of such completion and the appropriate disposition of Content and related Services and Deliverables.

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Attachment B: Technical Services Engagement

Definitions

"Deliverables" include Developed Works and, to the extent indicated in the applicable PO, Preexisting Works and Tools

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

"Joint Inventions" means Inventions made by Supplier Personnel with INTESA Personnel.

Preexisting Works

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

Tools

Supplier will not include Tools in Deliverables unless they are listed in the relevant PO. If Supplier includes any Tools in a Deliverable whether or not listed in the relevant PO, Supplier grants or will obtain for INTESA 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.

Invention Rights

Supplier will promptly provide to INTESA and Customer a complete written disclosure for each Invention which identifies the features or concepts which Supplier believes to be new or different. Supplier assigns all of its right, title and interest in Inventions (including any patent applications filed on or patents issues claiming Inventions) to INTESA

Joint Invention Rights

Supplier assigns all of its right, title and interest in Joint Inventions (including any patent applications filed on or patents issued claiming Joint Inventions) to INTESA.

Patents

For the purpose of supporting the Customer as specified in the relevant PO, Supplier grants to INTESA 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 the Agreement and any relevant PO.

Perfection of Invention Rights

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

Perfection of Copyrights

Upon request, Supplier will provide to INTESA 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 INTESA in perfecting such copyrights.

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Attachment C: Program License

Definitions

“Compatible” means the ability to interact with the Programs, Tools, or other compatible software through programming interfaces

“Deliverables” means the Programs and Tools and any Error Corrections and updates made by Supplier during the Term of the PO.

“Error Correction” means revisions that correct errors and deficiencies, including Security vulnerabilities (collectively “errors”), in the Programs

“Intellectual Property Rights” or **“IPR”** are the copyrights, patents, trade secrets, trademarks, and any other intangible rights incorporated into the Programs or Tools, the exploitation of which is reasonably associated with the INTESA activities authorized in this Attachment.

“Maintenance” means telephone or web-based technical support, Error Corrections, fixes, updates, upgrades, new releases, modifications, refinements, changes and enhancements to the Programs.

“Object Code” is the Deliverables in the format normally distributed to Customers for use.

“Net Revenue” means the revenue recognized by INTESA or a INTESA Affiliate calculated using applicable discounts, refunds, returns, offsets, and other adjustments determined in accordance with the then current revenue recognition policies of INTESA and its Affiliates and the controlling accounting principles

“Offering” means a product, program service or combination thereof to Customers whether or not branded by INTESA or its Affiliates that includes the Program or a derivative work of a Program

“Programs” are the Supplier Programs listed in the applicable PO, the specifications for which may be provided in an Attachment to the PO, and include the computer code, any user documentation, installation instructions, and other documentation for that code, any integration instructions necessary to integrate the code with compatible INTESA software, and any user or programming interfaces, file formats specific to that code, and all enhancements and Error Corrections.

“Source Code” is the Deliverable in the format that is used by the writers or developers to create or modify the Deliverable, including detailed design documentation.

“Tools” are the Supplier programs listed in the applicable PO, also the specifications for which, including the associated computer code, any user documentation, installation instructions, and other documentation for the software, any integration instructions necessary to integrate the code with compatible INTESA software, and any user or programming interfaces and file formats specific to the code.

Program License

Supplier grants INTESA a nonexclusive, worldwide, irrevocable, IPR license to use, have used, execute, reproduce, modify, transmit, display, perform, prepare and have prepared derivative works and display the Deliverables to perform the activities and take the actions described in the applicable PO. Deliverables include any bug fixes or Error Corrections created by Supplier and any new versions of the Deliverables released by the Supplier during the Term of the PO.

Acceptance Testing

Acceptance Testing of Deliverables

Upon receipt of the Deliverables and subject to any extension of the period as described in the PO, INTESA may commence acceptance testing for a period of time as set forth in the PO, performing such tests as INTESA deems appropriate to determine if:

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- a. the Deliverables meet the specifications described in the Agreement;
- b. the Deliverables execute repetitively within the system environment described in the Agreement; and
- c. INTESA can successfully execute to completion all functional and system test scenarios conducted by INTESA.

Error Correction and Acceptance

Should INTESA notify Supplier of any errors in the Deliverables during such acceptance testing, Supplier will, correct all such errors and resubmit the Deliverables to INTESA. INTESA will then restart its acceptance testing of the Deliverables. Upon INTESA's successful completion of its acceptance testing, INTESA will provide notice to Supplier of its acceptance of the Deliverables. Acceptance of the Deliverables by INTESA does not relieve Supplier of any of its responsibilities under the Agreement, including but not limited to warranty responsibility, applicable quality requirements, infringement or product liability.

Maintenance Period

Supplier will provide INTESA access to any Maintenance for the Programs that it makes available to any other customer at no additional charge beginning when INTESA accepts the Programs and continuing for a period of one year after INTESA's last payment to Supplier for the Program. Upon expiration of the one-year period, INTESA shall have the option of renewing Maintenance in one year increments at the price set forth in the PO

Royalty Payments

Royalty provisions, if applicable, will be set forth in the applicable PO.

Exceptions to Royalty Payment Obligations

INTESA has no royalty obligation for:

(a) The Program or its derivative works used for:

1. Development, Maintenance and support activities conducted by INTESA or INTESA Affiliates or the Personnel of either of them, or third parties under contract to INTESA or an INTESA Affiliate
2. Marketing demonstrations, Program training or education, Customer testing or trial periods (including early support, prerelease, encrypted or locked sampler distributions not resulting in a license for full productive use, or other similar programs); or
3. Backup and archival purposes; or
4. Other internal use (excluding outsourcing as described below) by INTESA or INTESA Affiliates or the Personnel of either of them.

(b) A copy of the Program installed by a licensed end user on an alternate workstation (e.g., home terminal or laptop), provided the end user may not use the Program on both the alternate workstation and the workstation for which the Program was licensed at the same time;

(c) The Program (or a functionally equivalent work) that becomes generally available to third parties without a payment obligation;

(d) Documentation provided with, contained in, or derived from the Program;

(d) Documentation provided with, contained in, or derived from the Program; (e) The Program or portions thereof, provided as Error Corrections, enhancements, or upgrades to a licensee of a Program under a subscription and support offering of INTESA or an INTESA Affiliate (e.g., software subscription offerings) policies and practices;

(f) Warranty replacement copies of the Program;

(g) Externals.

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Outsourcing Rights

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

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

In the event INTESA makes the functionality of the Program available to Customers through outsourcing other services arrangements other than as described above, any royalty owed for such uses shall be calculated based on a discount off the applicable INTESA list price, with such discount established by INTESA to approximate the discount that INTESA typically grants to its largest Customers. For the sake of clarity, when the functionality of the Program is not made available to a Customer, but the Program is used by INTESA to support the IBM internal operations as part of the infrastructure of running the INTESA business generally (such as for outsourcing or in support of hosting services or Software as a Service offerings), such use is "other internal use" subject to Section (a)4. Above.

Additional Warranties

In addition to those warranties set forth in the GTC:

- Supplier represents and warrants that Deliverables are free from defects in design (except for written designs provided by INTESA unless the defects in INTESA's designs are based on Supplier's specifications), and
- Supplier represents and warrants that Supplier has disclosed to INTESA in writing prior to the delivery of any Deliverables the existence of any third party code, including without limitation open source code and freeware, ("Third Party Code") that is included in or is provided in connection with the such Deliverables and that Supplier and the Deliverables are in compliance with all licensing agreements applicable to such Third Party Code. Supplier further represents and warrants that, 1) before supplying any Third Party Code in any modifications, new General Terms and Conditions Page 15 of 17 General Terms and Conditions Procurement INTESA Edition November 2018 Revision: 0717 releases, or new versions of the Deliverables under the PO, Supplier will disclose to INTESA in writing the existence of such Third Party Code and 2) modified Deliverables or new releases or new versions of the Deliverables including Third Party Code will be in compliance with all licensing agreements applicable to such Third Party Code.
- If Resale rights are provided under this Attachment, all warranties set forth in the GTC, this Attachment, and any applicable Agreement shall additionally be for the benefit of INTESA's Customer and will supplement and extend any warranties in the Supplier's end user license agreement. INTESA's Customer may deal directly with Supplier under any warranties. If Supplier is not the original manufacturer, Supplier will pass through to INTESA or Customer all warranties provided by the original manufacturer.

Miscellaneous Provisions

- Notwithstanding the Section of the GTC governing assignment, in the event INTESA divests all or a portion of its business that utilizes certain licenses, and if applicable, associated maintenance granted by Agreement ("Licenses and Support"), Supplier hereby consents to the assignment of those Licenses and Support to the company acquiring

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the divested business at no additional charge to INTESA or the acquiring company. INTESA will provide Supplier with notice of such assignment which will be effective as of the date specified in the notice.

- With respect to any reselling right that INTESA may have, INTESA will independently establish prices for resale of Deliverables and/or Services and is not obligated to announce or market any Deliverables and/or Services and does not guarantee the success of its marketing efforts, if any.
- **Certificate of Originality.** Supplier shall provide INTESA a completed Certificate of Originality in the form attached to the PO for each Program and enhancement thereto.
- **Rights on Termination. Effect of Termination.** Expiration or termination of this PO will not affect the licenses to the Programs granted to Buyer hereunder to the extent used by Buyer to provide support to Customers through to the end of the Customer's applicable Software Subscription and Support (S&S) term. Any expiration or termination of this PO will not affect license rights or S&S subscriptions Buyer has granted to Customers for INTESA Offerings containing the Program during the Term. Any expiration or termination of this SOW will not relieve Supplier from its obligation to provide the Services, including Testing, Maintenance and Support services, in respect of S&S services that were sold by Buyer to Customers prior to the date of such expiration or termination, and will not relieve Buyer from any of its royalty obligations to Supplier in respect to such S&S services.

For a period of five years following expiration or termination of this PO, Buyer shall have the right to sell (i) term renewals for fixed term licenses for INTESA Offerings containing the Program, (ii) additional customer entitlements (e.g. nodes and authorized users) under fixed term and perpetual licenses for IBM Offerings containing the Program and (iii) S&S services and renewals for INTESA Offerings containing the Program. Supplier shall provide the Services, including Testing, Maintenance and Support services, in respect of such Customers' S&S services for the duration of all such S&S renewal terms; provided that Supplier's obligation to provide such Services in respect of such renewed Customer's S&S shall not exceed four years after termination of this PO. Sales of such term renewals for fixed term licenses, additional customer entitlements, and S&S renewals will be subject to INTESA's payment of royalties.

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Attachment D: Equipment

Definitions

“**Deliverables**” include Products that Supplier prepares for or provides to INTESA as described in the PO.

Supplier will maintain the capability to supply agreed upon Deliverables, including parts of Deliverables, for a period of seven years after withdrawal of such Deliverables, or as specified in the relevant PO. Supplier will notify INTESA of its intent to withdraw any Deliverable and will continue to deliver such withdrawn Deliverable for the periods as specified in the relevant PO.

Supplier will use reasonable efforts to maintain and implement a comprehensive productivity improvement plan including, but not limited to, total cost of ownership, process improvement and cycle time reduction initiatives. Cost reductions provided as a result of productivity improvements or reductions in cost to Supplier prior to shipment will be shared equally by the parties.

Additional Warranties

In addition to those warranties set forth in the GTC, Supplier warrants that

- Deliverables are free from defects in design (except for written designs provided by INTESA unless the defects in INTESA's designs are based on Supplier's specifications);
- Deliverables and all parts of Deliverables (including, but not limited to parts that may be identified as field 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 PO;
- Unless agreed to in writing by INTESA and authorized by applicable government license or regulation, Supplier will not provide to INTESA 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); and
- 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 INTESA), in such countries. Supplier shall report to INTESA (in a format to be specified by INTESA) no less than annually (and whenever Supplier changes its upstream sources) any conflict minerals used in the production of any Deliverables provided to INTESA.

Post Warranty Service

Supplier will offer post warranty Services as specified in the relevant PO or identify a third party which will provide such Services. In the event a third party or INTESA will provide such Services, Supplier will provide the designated party with the information required for the performance of the Services.

Delivery

Delivery Logistics

Delivery under the Agreement means delivery to the INTESA location and delivery point as specified in the relevant PO. INTESA may cancel or reschedule the delivery date or change the delivery point as specified in the relevant PO. The term of sale will be specified in a PO. INTESA may issue a twelve (12) month rolling forecast for quantities of Deliverables that may be required.

ANY DELIVERABLE QUANTITIES CITED IN OR PURSUANT TO THE AGREEMENT, EXCEPT FOR QUANTITIES CITED IN A PO AS FIRM, ARE PRELIMINARY AND NON-BINDING ONLY. INTESA MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUANTITY OF DELIVERABLES THAT IT WILL PURCHASE, IF ANY.

General Terms and Conditions

On-Time Delivery

Deliverables and/or Services will be delivered as specified in the relevant PO. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify INTESA of a revised delivery date and INTESA may:

1. cancel without charge Deliverables and/or Services not yet delivered;
2. require Supplier to deliver Deliverables using priority freight delivery at Supplier's expense for the incremental freight charges; and
3. exercise all other right and remedies provided at law, in equity and in this Agreement.

Intellectual Property

Licenses and Support

Supplier grants INTESA a nonexclusive, worldwide, irrevocable, fully paid-up license under all intellectual property rights owned or licensable by Supplier at any time to use, modify, repair, or reconstruct the Deliverables (including the right to prepare and have prepared Derivative Works of any software included therein); and to practice and have practiced any process involved in the use of the Deliverables; and to have INTESA Personnel perform any of the foregoing. Supplier will provide INTESA the documentation (in addition to that ordinarily supplied to customers) and technical assistance required to exercise the rights granted under this Section on a time and materials basis. Deliverables that are determined by INTESA in good faith to be obsolete or surplus may be sold and all licenses necessary to operate such Deliverables will convey with the Deliverables.

Works Made for Hire

All Developed Works belong exclusively to INTESA 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 INTESA or Customer.

Preexisting Materials

Supplier will not include any Preexisting Materials in any Deliverable unless they are listed in the relevant PO. If Supplier includes any Preexisting Materials in a Deliverable whether or not listed in the relevant PO, Supplier grants or will obtain for INTESA 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.

Tools

Supplier will not include Tools in Deliverables unless they are listed in the relevant PO. If Supplier includes any Tools in a Deliverable whether or not listed in the relevant PO, Supplier grants or will obtain for INTESA 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.