

GENERAL TERMS AND CONDITIONS FOR SOFTWARE PROJECTS

Lana, 2026/09/01

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions of contract (hereinafter referred to as "**General Conditions**"), together with any special terms and conditions of contract contained in the contractual offer (hereinafter referred to as the "**Offer**") accepted by the customer (hereinafter referred to as the "**Customer**") and approved in writing (hereinafter referred to as the "**Order**"), govern the terms and conditions of supply and use of (i) all services designed and offered to adapt to specific needs (hereinafter referred to as "**Custom Services**") and (ii) tailor-made software (hereinafter referred to as "**Custom Software**"), both referred to hereinafter as "**Customization**" currently provided to the Customer by coolOrange S.r.l. With registered office in Italy, via Bolzano 78, I-39011 Lana and a permanent business establishment in Germany, Bahnhofstr. 15, 86424 Dinkelscherben (hereinafter referred to as, "**coolOrange**").
- 1.2. The Offer is based on the requirements and technical specifications as estimated by coolOrange, confirmed by the Customer and discussed between coolOrange and the Customer with an extensive collaboration between the parties regarding time schedule and themes to be developed. The Customer accepts the timetable prior to the execution by coolOrange and any changes to the time schedule necessary for the execution of the work.
- 1.3. The execution by coolOrange will be implemented in several phases. Following the Order, the Customer's requirements will be translated by coolOrange into individual tasks (the "**Issues**"), discussed and agreed with the Customer through the project management portal. Where an Issue specifies acceptance criteria, the Customization for that Issue shall be evaluated against those criteria; where no acceptance criteria are specified, the Customization shall be evaluated against the Issue's description and the general scope

agreed in the Offer. Once an Issue is completed, it will pass to the verification/testing phase. If the Customization conforms to the agreed Issue, the Customer shall confirm acceptance in writing within the term set out in Art. 8. Should the Customer, during or after verification, identify that an Issue was incomplete, unclear, or requires new or changed requirements, this shall be treated as a request for changes pursuant to Art. 11 (Contract Variations), and shall not affect, suspend, or delay acceptance of Issues that conform to what was agreed..

- 1.4. The acceptance of the General Conditions, published and available on the website <http://www.coolorange.com/> is a necessary requirement for the provision and use of the Customization offered and provided by coolOrange.
- 1.5. By accepting the General Conditions, the customer declares to have read, understood and accepted all contractual clauses contained herein and undertakes to read any changes, additions and/or updates to these General Conditions that will be adopted in the future by coolOrange and made available to the Customer at the same time.
- 1.6. coolOrange reserves the right to change, integrate or vary the General Conditions by including such variations in contractual offers or in any other written correspondence sent to the Customer.
- 1.7. Any different or additional terms or conditions proposed by the Customer, even by means of pre-printed forms or in any other form, or in any case referred to by the Customer in its own documents, shall have no effect with respect to coolOrange unless expressly accepted in writing by registered letter with return receipt or certified e-mail (hereinafter, "**PEC**").
- 1.8. Without prejudice to the above, these General Conditions modify the general terms and conditions of contract that may already be applied to the Customer with

reference to the form and object of the contract.

- 1.9. The General Conditions govern contractual relations with the Customer unless derogation is provided for in writing by special terms and conditions.
- 1.10. These General Conditions shall also be applied to the recipient of the Customization (hereinafter referred to as “**End Customer**”), except for the provisions under Artt. 9 and 10, if the Customization is acquired through a reseller, distributor or sales representative of coolOrange. These General Conditions will also apply to the End Customer in its relationship to coolOrange and are fully binding.
- 1.11. coolOrange shall be entitled at his discretion to subcontract the Customization or any part of it to a third party upon notifying Customer of its intent to do so and receiving Customer’s written acceptance and acknowledgment.
- 1.12. As far as not expressly provided for in these General Conditions, reference is made to the Italian Civil Code.

2. LIABILITY, REPRESENTATIONS AND WARRANTIES

- 2.1. The Customer acknowledges and agrees that the Customization, including updates and related documentation, is provided “as is” without any representations or warranties of any kind, express or implied, such as, but not limited to, its fitness for a particular purpose, its absence of bugs or features not provided in the technical specifications and related documentation. In no event shall coolOrange be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Customization or the use or other dealings.
- 2.2. Notwithstanding the limitations set forth in Article 2.1, coolOrange represents and warrants to the Customer that, to the best of its knowledge, the Custom Software and Custom Services developed by coolOrange as part of the Customization do not infringe the intellectual property rights of any third party, excluding any third-party software, libraries, APIs, or components (including but not limited to Autodesk APIs and SDKs) incorporated into or used in connection with the Customization, which remain subject to their own licensing terms and for which coolOrange makes no representation or warranty. Subject to this limitation, coolOrange agrees to defend, indemnify, and hold the Customer harmless from third-party claims of infringement arising directly from the Custom Software or Custom Services developed by coolOrange, provided that (i) the Customer promptly notifies coolOrange in writing of any such claim, (ii) coolOrange has sole control of the defense and any settlement negotiations, and (iii) the claim does not arise from modifications made by the Customer or third parties, from combination of the Customization with other software or hardware not provided by coolOrange, or from continued use after coolOrange has notified the Customer to cease use or has offered a non-infringing alternative. coolOrange’s aggregate liability under this Article 2.2 shall not exceed the total fees paid by the Customer under the relevant Offer..
- 2.3. The liability of coolOrange towards the Customer or third parties is limited exclusively to the contractual provisions and the provisions of these General Conditions. coolOrange does not assume any other obligations and does not give any further guarantees and its liability for damages of any kind and for any reason whatsoever caused to the Customer and/or third parties is excluded, subject to the mandatory legal limits. In particular, any contractual or non-contractual liability for direct or indirect damages suffered by the Customer or third parties as a result of the proper execution of the Customization is excluded.
- 2.4. In any case, coolOrange is not obligated to provide assistance under this article to repair damages resulting from the improper use of the Customization or from their use or installation on unsuitable work equipment or from changes or updates in the code or environment by the customer or third parties. Any bugs in the Customization cannot be charged to coolOrange if the error could have been reasonably detected by the Customer itself with the normal diligence as provided by Italian law to be taken in the specific case. The Customization must be

considered a mere operating tool that is intended to facilitate the user in his activity.

- 2.5. In any case, coolOrange shall not be liable (i) for delays or non-cooperation of third parties, providers of necessary or useful services, such as ESP providers; (ii) for updates of third parties or Customers software that cause a partial or total disfunction or failure of the Customization or for failure or disfunctions depending by missed renewals of licenses of the Customer or third parties.
- 2.6. coolOrange, without prejudice to mandatory provisions of the law, shall in no case be held liable for any partial or total damage, whether direct or indirect, cost, loss and/or expense that the Customer may suffer as a result of cyber-attacks, hacking activities and, in general, unauthorized access by third parties to a computer or computer systems, from which the following consequences may arise, without claiming exhaustiveness: (i) non-fulfilment of coolOrange's obligations under these General Conditions; (ii) loss of data owned by the Customer or otherwise available to the Customer.
- 2.7. Should after the final validation updates or modifications be necessary to allow the use or functioning (or for any other purposes) of the Customization, coolOrange will not be held responsible for any occurrence according to this article. This General Conditions will also apply to the updates and modifications, which shall be considered as a part of the Customization.

3. FORCE MAJEURE

- 3.1. coolOrange is not responsible for the non-performance of its contractual obligations and/or for any delay in fulfilling its obligations under these General Conditions and the Customer will not be entitled to claim contractual termination and/or compensation for damages if the non-performance and/or delay results by:
 - (a) the need to comply with laws, regulations, orders, acts or requests of any governmental, civil or military authority; or
 - (b) causes not attributable to coolOrange and/or the actions or omissions of the Customer;
 - (c) force majeure, such as, but not limited to (i) war, whether declared or not, civil war or

any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, sabotage or piracy, strike or boycott, lockouts, acts of governments or any other acts of authority whether lawful or unlawful, embargoes, blockade, siege or sanctions, civil commotion, delay or inability to obtain labor or materials from the usual sources of coolOrange or other similar causes; or (ii) accidents, fires, explosions, plagues, pandemics; or (iii) natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought; or (iv) any event of a similar nature.

4. CUSTOMER LIABILITY

- 4.1. The Customer, except as provided for in the following art. 6, undertakes to make available to coolOrange the necessary personnel for the analysis of the environment in which the Customization has to be provided. The Customer will also provide the necessary personnel to collaborate with coolOrange's staff for the completion of all operations as deemed necessary by the study, definition and performance of Customization, having the necessary powers of decisions and operations on the Customization
- 4.2. Unless otherwise agreed in the Offer, coolOrange delivers the Customization through weekly development sprints. At the end of each sprint, coolOrange delivers the completed contents or solved Issues to the Customer, who undertakes to make available a dedicated resource to review the delivery and provide acceptance or feedback within three (3) working days. This weekly feedback cycle allows coolOrange to confirm that development is proceeding in line with the Customer's expectations before continuing to the next sprint. If feedback is not provided within this term, coolOrange may, at its discretion, continue development based on its own interpretation of the requirements, at the Customer's risk as to alignment with the Customer's expectations, and any

resulting rework shall be treated as a change request pursuant to Art. 11. Should the Customer fail to provide timely feedback for two (2) or more consecutive sprints, coolOrange shall be entitled to escalate the matter with the Customer's Project Manager pursuant to Art. 6, and any resulting delay to the Delivery Date shall not be attributable to coolOrange..

- 4.3. For Customization that require the creation of a test-environment by the Customer or third parties, the Customer undertakes to make available to coolOrange the above-mentioned test-environment in which the Customizations has to be provided. If a suitable test-environment is not provided, coolOrange may legitimately refuse to provide the Customization.
- 4.4. Upon justified request of coolOrange, the Customer shall enter into contracts with third party suppliers for the access to a specific software or for the acquisition of hardware, software or auxiliary Customization necessary or useful for the provision of the requested Customization.
- 4.5. The Customer is responsible for providing complete and exhaustive information to coolOrange regarding hardware and software configurations and performance measurements of its information system.
- 4.6. In particular, the Customer undertakes to provide coolOrange with the necessary documentation for the implementation of Customization through the indication of pages and paragraphs containing relevant information. Information not expressly indicated, although contained into a document, cannot be taken into consideration by coolOrange.
- 4.7. Unless expressly defined and agreed, the Customer shall not make any changes to software and computer systems during the implementation of the Customization by coolOrange (no updates, no migration, no new services, etc.).
- 4.8. The Customer undertakes to provide to coolOrange all relevant access credentials and all relevant data according to the description provided for the execution of the Customization, without interferences nor

delay. In particular, the Customer undertakes to communicate to its personnel all decisions necessary to allow coolOrange to perform the Customization according to the agreed timetable.

- 4.9. If the Customer is a reseller, distributor or sales representative who provides the Customization to an End Customer, but the delivery, development and acceptance of the Project is to be performed directly between coolOrange and the end Customer, the reseller, distributor or sales representative is responsible for the acceptance of this General Conditions pursuant to Art. 1.10 by the End Customer.

5. CONFIDENTIALITY

- 5.1. The Customer shall be responsible for issuing passwords and authorizations for access to the system and will define with coolOrange the security procedures for access to data and networks.
- 5.2. coolOrange shall ensure the confidentiality of data, information, know-how and systems available to execute the contract, as well as the confidentiality of the documentation of whatever nature prepared by third parties or by the Customer.
- 5.3. coolOrange and Customer acknowledge that Confidential Information may be disclosed to each other throughout the term of this Agreement. For purposes of this Agreement, and except as otherwise expressly provided in therein, "Confidential Information" means all non-public business, technical and financial information of the Parties, and all other information clearly marked "confidential," or if disclosed orally, all information that is designated orally as "confidential," or is otherwise treated as confidential, at the time of disclosure or within a reasonable period of time thereafter. For purposes of this Section, "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving the Discloser's Confidential Information.
- 5.4. The Recipient agrees that it will hold in confidence the Confidential Information disclosed by the Discloser. The Recipient will exercise reasonable care to protect the

other party's Confidential Information from unauthorized disclosure, which care will in no event be less than the Recipient takes to protect its own Confidential Information of a like nature. The Recipient may disclose Confidential Information only to its employees or agents who need to know such information for purposes of this Agreement, and will inform such employees and agents, by way of policy and agreement, that they are bound by obligations of confidentiality.

- 5.5. The Recipient's duty to hold confidential information in confidence expires 5 years after its return or destruction. The expiration of the duty of confidentiality will not modify other restrictions on the Recipient, including, for example, any restrictions under patent or copyright laws
- 5.6. Confidential Information will not include information that:
- a. was rightfully in the Recipient's possession before receipt from the Discloser;
 - b. is or becomes a matter of public knowledge through no wrongful act of the Recipient;
 - c. is disclosed by the Discloser to a third party without a duty of confidentiality on the third party;
 - d. is independently developed by the Recipient; is disclosed under operation of law (provided, that before disclosing any Confidential Information under a court order or operation of law, the Recipient will provide the Discloser reasonable notice of such order or law and provide the Discloser an opportunity to object to or limit such disclosure); or
 - e. is disclosed by the Recipient with the Discloser's prior written approval;
- 5.7. Either Party will be free to use the residuals resulting from access to or work with the other party's Confidential Information, provided that such party otherwise complies with the non-disclosure provisions hereof. The term "residuals" means general information in non-tangible form that may be retained in memory by individuals who have had access to the Confidential Information.

6. PROJECT MANAGERS

- 6.1. coolOrange and the Customer undertake to appoint a supervisor each to manage the technical aspects of the Customization (hereinafter, "**Project Manager**"). Each Project Manager shall have the necessary

authority to represent the party from which he or she has been appointed in all matters relating to the execution of the contract.

- 6.2. Project Managers will take action to resolve disagreements that may arise in the execution of the Customization.
- 6.3. The Project Manager assigns one or more developers (hereinafter "**Team**") for each phase of Customization development, taking into account the necessary expertise and skills required. The developers assigned to a project may change during the development on COOLORANGE's sole discretion, with the latter guaranteeing that the developers assigned are of equal to or greater ability and provided with the necessary expertise and skills required for the project.
- 6.4. The Project Manager of the customer is responsible for presenting requests and for the acceptance as provided for in art. 4.2 and shall be provided by the Customer with the power of decisions about the eventual budget and price modifications.
- 6.5. Any delay from the Customer connected to the agreed timetable in providing missing information may affect the delivery date up to a six (6) weeks delay in one or more execution phases and may affect the composition of the Team with changes of the involved developers. The delay may also cause the necessary assignment to the Customization of another developer of equal to or greater ability.
- 6.6. By the Customer's acceptance, the Customization shall be considered completed and the Team is dissolved. Consequently, urgent support for non-compliant behavior of the Customization must be requested to coolOrange by email at the following address: support@coolorange.com.
- 6.7. If the Customization does not behave as agreed due to changes made by the Customer or third parties to the software and/or system (interfaces, hardware, operating systems, networks, passwords, etc.), coolOrange supports the Customer through extra services provided and invoiced on an hourly basis, recorded in timesheets, based on availability.

7. OFFER, ORDER AND CONFIRMATION

- 7.1. An Order will be accepted by coolOrange only and exclusively in writing, sent by the Customer by e-mail or PEC.
- 7.2. The Order matching with the valid Offer, without any modification or addition, is to be considered binding and irrevocable from the date of receipt by coolOrange and the contract is to be considered concluded.
- 7.3. The Order that differs from the Offer has to be confirmed by coolOrange in writing (hereinafter "**Order Confirmation**") within seven (7) working days from the date of receipt by coolOrange. The contract shall not be deemed concluded unless the Order Confirmation is received by the Customer within the aforesaid deadline. The Order Confirmation matching with the Order is to be considered binding and irrevocable from the date of receipt by the Customer.
- 7.4. If the Order Confirmation differs from the Order, the contract shall be considered concluded after seven(7) working days from the date of receipt of the above-mentioned Order Confirmation by the Customer, without any written objection sent in writing by the Customer to coolOrange.
- 7.5. coolOrange recognizes the validity of Orders placed by its sales representatives, resellers and/or distributors only after the issue of an Order Confirmation.
- 7.6. The contract shall, in any case, be deemed to have been concluded, at the latest at the time of delivery of the Customization to the Customer.

8. DELIVERY, VALIDATION/ FINAL TESTING AND ACCEPTANCE

- 8.1. For the final validation of the Customization coolOrange ensures the Customer a period of 15 (fifteen) business days from the delivery date.
- 8.2. Parties will work collaboratively to complete validation of the Customization within the term set forth in Art. 8.1. The Customer shall communicate the outcome of such validation to coolOrange in writing within that term. If the Customer omits to proceed with validation or does not communicate its outcome in writing within the term set forth in Art. 8.1, the Customization shall be deemed accepted by the Customer..
- 8.3. If the Customer receives the delivery of the Customization without any reservation, the

Custom Services and/ or Custom Software are considered accepted even if the Customer has not carried out the final testing of the Customization.

- 8.4. The date for the delivery of the Customization as agreed by the Parties is guaranteed by coolOrange only if (i) coolOrange has access to all systems and data required in accordance with the provisions of art. 4 above; (ii) the data to be processed corresponds to the quality discussed between the parties; (iii) the Customer meets its obligations during the implementation and execution phases prior to the delivery.

9. PRICE

- 9.1. As price for the Customization, the Client undertakes to pay to coolOrange the amounts specified in the Offer or in the Order Confirmation within the terms provided therein.
- 9.2. Unless otherwise agreed, the amounts specified in the Offer or in the Order Confirmation are calculated on the basis of a tailor-made time and material consultancy (T&M), based upon the time spent by the coolOrange to perform the Customization and for materials used in the Customization, as well as the services of coolOrange's staff, both technical and administrative, for the development of the tools and adaptations necessary to the specific case.
- 9.3. **Weekend/holiday services:** coolOrange does not provide services on weekends or public holidays as a standard part of the Customization. Should the Customer explicitly request such services, these will only be provided in exceptional cases, subject to prior discussion, planning, and written acceptance by both Parties, taking into account the specific team member(s) involved and the public holidays applicable to their location. For agreed services provided on weekends or public holidays, a surcharge of 50% is charged on the hourly rate offered. A fee equivalent to three hours is charged for on-call services, independent of the services that are billed on a time basis..
- 9.4. **On site Services:** Services are generally provided remotely and will be communicated and agreed to before

delivery by Customer. On-site services must be offered separately and agreed to by both Parties.

- 9.5. If the Customization is provided on basis of a fixed fee, this fee will be stated expressly in the Offer.
- 9.6. The request to incur any additional expenses by coolOrange in the name and on behalf of the Customer, outside of what is necessary to fulfill the obligations under the Offer and therefore not included in the consideration, must be requested in writing by the Customer and approved by coolOrange.

10. INVOICING AND INTERESTS

- 10.1. Unless otherwise agreed in writing, prices in coolOrange's pricelists, quotations and in the Offer or Order Confirmation are expressed in Euro, except if expressed in other currencies, net of VAT and any additional cost and tax where applicable.
- 10.2. The Customer shall pay VAT on coolOrange's invoices to the extent and in the manner prescribed by law. It will be the Customer's responsibility to indicate and document any reasons for exemption, reduction or change of the rate.
- 10.3. The Customer shall pay the price in accordance with the payment terms stated in the Offer or Order Confirmation.
- 10.4. Unless otherwise agreed in the invoice, all coolOrange's invoices to the Customer shall be due and payable within thirty (30) calendar days after the invoice date. This payment term must be performed rigorously and without any delay by the Customer.
- 10.5. Customization on the basis of time and material consultancy is invoiced monthly and the project overview is available on the project management portal.
- 10.6. Unless otherwise provided, for Customization with a fixed-price value of equal or more than Euro fifteen thousand (EUR 15.000,00) coolOrange shall be entitled to request a down-payment of at least 30% of the Price.
- 10.7. coolOrange shall always be entitled to request whole or partial payment in advance for every delivery or partial delivery of the Customization.
- 10.8. Any claim of any type does not authorize the Customer to suspend or delay the expired and due payments.

- 10.9. The Customer shall have no right to make any compensation/set off, retention or reduction unless the counterclaims have been conclusively determinate by a judge.
- 10.10. To the extent the Customer fails to fulfil its payment obligation in time, coolOrange shall have the right, without any formalities, to demand default interests on the outstanding balances in accordance with the Italian legislative decree n. 231/2002.
- 10.11. Any partial payment made in the course of work shall always be considered as a down-payment.
- 10.12. To the extent the Customer fails to fulfil its payment obligation for more than thirty (30) calendar days, coolOrange shall have the right to suspend immediately or cancel, at its sole discretion, further services under this contract and to declare all its claims arising from the business relationship as immediately payable. Moreover, coolOrange may in such case request for an advanced payment of new orders.
- 10.13. It is agreed between the Parties that the price must be paid on coolOrange bank account net receipts. This means that any bank charges or costs for bank transfer shall be paid by the Customer and any incidental expenses related to the issuance of payments are to be borne in full by the Customer.

11. CONTRACT VARIATIONS

- 11.1. The Customer may request, or coolOrange may propose, changes in the performance modalities, in the content or in the volumes of the Customization.
- 11.2. If during the execution of the contract changes or additions to the Customization should become necessary as a result of new situations that have emerged and are not foreseen or not regulated or are requested by the Customer as provided for in art. 12.1, coolOrange will communicate to the Customer within fifteen (15) working days from the Customer's request, or simultaneously with the submission of its proposal, the price and other conditions for the implementation of such changes and/or additions.

11.3. Any change to the Customization after its acceptance will be treated in the same way provided for in art. 11.2 above, with a specific agreement if potential changes were not already included in the Offer or Order Confirmation.

11.4. The price for any changes will be calculated on the basis of the pricelists set out in the Offer or according to the needed services emerged from the new analysis.

11.5. Amendments shall become binding for the Parties only after the party receiving the proposal has expressed its written acceptance to the proposing party. Pending such acceptance, coolOrange will continue to perform the Customization in the previously agreed terms.

12. EXTRA SERVICES

12.1. Any addition to the Customization provided for into the Offer or Order Confirmation, and therefore not included in the related price (hereinafter "**Extra Services**") shall be requested by the Customer with an explicit and separate written communication to coolOrange. If the request (a) relates to the Customization, with a request of price and delivery date modification, art. 11 will find appliance. If the request (b) involves a separate service and/or a separate budget therefore there will be a formulation of a separate new offer for the requested Extra Services.

12.2. The Customer can agree with coolOrange and separately purchase a follow-up and/or further development service for a period of time after the delivery of the Customization.

12.3. After the acceptance of the Customization the access to the project management portal will be granted to the Customer only for access to documentation. If new issues are submitted the Customer shall expressly give notice to coolOrange. In this case coolOrange will formulate a separate new offer for the requested issues, assigning a new Team and indicating appropriate implementation time.

13. TERMINATION OF CONTRACT

13.1. If one Party fails to fulfil its obligations under the contract, the other Party may give specific and detailed notice in writing to the defaulting party within fifteen (15) calendar days. If the Party summoned, within this

term, has not repaired the breach of contract, the Party giving notice may communicate in writing its intention to consider the contract or an independent part of it terminated pursuant to art. 1456 of the Civil Code, provided that the breach concerns the provision of Article 4.3, 4.4, 4.5 and 4.8 above or the contractual obligations relating to price, invoicing and interests, confidentiality, protection of intellectual property, coolOrange's responsibilities and guarantees and the responsibilities of the customer.

13.2. The right to avail oneself of the resolution pursuant to Article 1456 of the Civil Code, in such circumstances, remains exercisable at any time if the defaulting party does not remedy the default, pursuant to the provisions of Article 13.1 above.

13.3. The termination of the contract does not extend to performance already performed and releases both parties from their obligation to effect and to receive future performance.

13.4. The provisions under Art. 2, Art. 4, Art. 5, Art. 14 and Art. 16 shall survive the termination of the contract.

14. APPLICABLE LAW, JURISDICTION AND ARBITRATION

14.1. The present General Conditions and each subsequent contract concluded by the Parties pursuant to Art. 7 are exclusively subject to the Italian Law.

14.2. Any possible controversy and all disputes deriving from these General Conditions and from each subsequent contract concluded by the Parties pursuant to Art. 7 shall be submitted to the exclusive competence and jurisdiction of the Court of Bolzano - Italy.

14.3. As sole exception to the principle set forth in art. 14.2, **in the event the Customer has his registered office out of the EU** any dispute arising out of or related to the interpretation, validity or performance of these General Conditions and of each subsequent Contract concluded by the Parties pursuant to Art. 7 shall be settled by Arbitration under the Rules of the Milan Chamber of Arbitration (the "**Rules**") by a sole Arbitrator appointed in accordance with the Rules. The law applicable to the merits of the dispute is Italian Law. The seat

of the Arbitration is Milan. The language of the Arbitration is English.

15. DATA PROTECTION

15.1. Pursuant to art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 by signing these General Conditions, the Customer consents, pursuant to and for the purposes of art. 7 sqq. of Regulation (EU) 2016/679, to the processing of personal data in the manner and within the limits set out in the information notice for the processing of personal data published and available on the website <http://www.coolorange.com/>.

16. IP-RIGHTS AND LICENSING

- 16.1. The Customization is protected by law.
- 16.2. All rights not expressly assigned are reserved to coolOrange and/or its licensors; for this reason, they retain the intellectual property and all copyrights relating to the Customization, in particular the source code and object code of the software, as well as the preparatory material for the design of the software itself, as well as the configurations of any accessory or protective hardware devices and the informative and explanatory documentary material attached to the software, even if created with the collaboration or on the basis of the Customer's instructions.
- 16.3. Nothing contained in art. 16 shall be construed as granting any right or license to use any software or other intellectual property and/or as authorizing its use for a purpose not expressly permitted by coolOrange.

17. COMMUNICATIONS BETWEEN THE PARTIES

- 17.1. For communications related to the development and execution of the Customization, all communications between the Project Managers will be valid, without any particular formality.
- 17.2. Notifications and other communications relating to the contract will be made in writing and sent by e-mail, PEC or registered mail to the address provided by the Customer to coolOrange and vice versa.

18. MISCELLANEOUS

- 18.1. If these General Conditions are in conflict with any other provisions agreed in writing between the parties in the Offer or Order Confirmation, the latter shall prevail

pursuant to Article 1342 of the Italian Civil Code.

- 18.2. In the event any provision of these General Conditions is in conflict with the provisions of the EULA, the provisions of the latter shall prevail and shall be effective between the Parties.
- 18.3. Where possible, each provision of these General Conditions and of each subsequent contract must be interpreted so as to make it valid and effective; however, should a provision be considered invalid or ineffective this shall not make the rest of the General Conditions or contract invalid.
- 18.4. Any communication to be made pursuant to these General Conditions or to subsequent contract shall be valid, where not otherwise provided for, if made in writing to the addresses set out in the Offer or to those communicated later by the Parties.
- 18.5. This Agreement and the related documents are written and signed in the English language and the English version of these above-mentioned documents shall take precedence and prevail and is the only authentic text hereof.

The BUYER

The SELLER

Date

Signature

19. EXPLICIT ACCEPTANCE

- 19.1. Pursuant to Article 1341, paragraph 2 and Article 1342 of the Civil Code, the Customer declares to have carefully examined and accepts expressly the following clauses of the General Conditions: art. 2 (*Liability, Representations and Warranties*), art. 4 (*Customer Liability*), art. 5 (*Confidentiality*), art. 7 (*Offer, Order and Confirmation*), art. 8 (*Delivery, Validation/Final Testing and Acceptance*), art. 10 (*Invoicing and Interests*), art. 11 (*Contract Variations*), art. 13 (*Termination of Contract*), art. 14 (*Contract Assignment*); art. 14 (*Applicable law, Jurisdiction and Arbitration*); art. 16 (*IP-Rights and Licensing*).

The BUYER

The SELLER

Date

Signature