GENERAL TERMS AND CONDITIONS
(Valid from 11/02/2019)

1. SUBJECT

1.1. These contractual conditions cover the activity provided for in the economic technical offer subscribed by R3GIS and accepted by the Customer ("Offer"). By accepting the Offer, the Customer declares to know and approve these conditions, even if they are not materially attached to the Offer.

1.2. The Contract does not include helpdesk activities, unless expressly provided for in the Offer.

1.3. The specific conditions of the Offer take precedence over those provided for herein, except if they are null, revoked or ineffective.

2. PROCEDURES FOR CARRYING OUT THE TASK

2.1. The software and services ("Product") must be made according to the technical specifications outlined in the Offer.

2.2. R3GIS is committed to carry out and deliver the Product to the Customer according to the procedures referred to in the Offer. Production timings will be agreed upon at the time directly between the technical representatives.

2.3. If, during the implementation of the application concerned, new requests and/or modifications are to be introduced to the requests made previously, after the approval of the analysis, these must be estimated and analysed separately from the request. These additional works and/or modifications are not part of the Offer if they result in a higher cost than estimated in the offer.

2.4. The Parties mutually acknowledge that the product will also be created with infrastructure software made by third parties and licensed to the customer, or on the basis of free or open source software conditions (e.g. under GNU General Public Licence), or under proprietary licence conditions. If software under proprietary licence is required, the subscription of a valid licence for the validated version in the offer is by and at the expense of the Customer, as well as its installation and verification of functionality, unless such activities and/or related costs are not expressly highlighted in the Offer and only as expressly provided.

2.5. If the Offer were to contain the construction of a website provided by R3GIS or the personalisation of a standard website, with or without hosting, all potential content to be included in the website for additions and upgrades, which may be for example, but not limited to, texts, images, graphics, flash animations etc., must be previously provided by the Customer, if they are not expressed as a subject of construction provided in the Offer. It is understood that R3GIS tasks do not extend to the control of material provided by the Customer or by third parties, if not for the verification of the minimum conditions of use. For explanatory purposes, typographical errors, grammar in texts, cropping an image due to technical constraints, captioning errors, hypertext links, etc., will not be attributable to R3GIS if they conform to the material received. The material received must first be checked and validated by the Customer. Furthermore, in the same way, the Customer must approve the final graphics supplied by the same Customer or created by R3GIS. Any delay in the approvals and the deliveries of materials, as well as any delay with respect to the expected date of delivery or to the correction of the material provided by the Customer or to provide instructions on editing errors attributable to the same, will determine an appropriate postponement of the delivery dates, but not of advance payment dates and work progress.

3. DEVELOPMENTAL SUPPORT AND MAINTENANCE

3.1.   The parties may agree to support assistance conditions separately after delivery, if not already provided in the Offer, limited to a maximum number of hours.

3.2.   Support will be consistent with the operating procedures of the relevant contract, renewed if necessary, with the respective error correction times of errors indicated therein and will cover only the product as issued by R3GIS (including updates and further developments) and used according to the agreed specifications, as well as modifications solely made on the part expressly considered configurable and/or customisable by the Customer. Support may be carried out at R3GIS discretion by remote assistance, in which case it will be the responsibility of the Client to implement secure access (e.g. via SSH o VPN, according to procedures communicated by R3GIS).

3.3.   Developmental maintenance activities, or the request to add features not budgeted for nor agreed as optional in the Offer will also be negotiated in good faith by the parties with a separate SOW, provided it is within the period of support. For such activities, these contractual provisions mutatis mutandis, in the absence of other agreements, will apply.

4. GUARANTEES

4.1.   This article contains all the guarantees in relation to this contract. They exclude all guarantees not expressly agreed in this article, even if provided by the regulating norms of law.

4.2.   R3GIS is committed to providing the product free from serious operational defects and performing the services under this contract with the utmost professionalism, to the best of its knowledge and at the highest technical level.

4.3.   R3GIS ensures that the performance covered by this contract will be executed by appropriately qualified staff, supported by all the means and facilities required for the execution of the task.

4.4.   R3GIS expressly guarantees that the equipment and the data support on which the software is stored is free from defects, due to design flaws or incorrect execution or deficiencies of the materials used, that does not diminish the value and/or make them unsuitable, even only partially, for the use for which they are intended.

4.5.   R3GIS assumes no obligation or guarantee with regard to services and/or third party databases and/or malfunctions in the interoperability interfaces or similar for third party services (e.g. GPS satellite service, interfacing with geospatial data of public bodies or third parties, street maps, directories). R3GIS guarantees, in this regard, of only having carried out with care and in compliance with the documentation considered more reliable the interfacing or importing with/of such services and data.

4.6.   It is expressly understood between the Parties that the Customer grants as of now to R3GIS the widest indemnity from any kind of liability arising from the use of the Product and the operations of each kind that, through the Product, the Customer – including its third party customers if there is redistribution, leasing, renting, operated and non-operated equipment hire or similar, as well as employees, contractors, external consultants, etc. – will put in place the performance of their activities. This indemnity and exclusion of liability is extended to all administrative activities of any internet sites, even if the administrative credentials are in possession of R3GIS, unless the responsibility of R3GIS is ascertained by appropriate logging and monitoring tools entrusted to reputable third parties by the Customer.

4.7.   Except with regard to the data hosted by R3GIS, it is the customer's responsibility to perform all the necessary backups it is excluded any responsibility by R3GIS resulting from loss of data since the same is not responsible for the maintenance of the hardware infrastructure and knowledgeable of and available to or charged with performing safety backups.

4.8.   The Customer guarantees to being the owner of the rights to use the material provided by the same, if provided, or to having received the appropriate licence for the use herein

in the Product, and holds harmless R3GIS from any negative consequences for the breach of that guarantee.

4.9. If responsibility is not excluded by another provision of this Contract, the total responsibility of R3GIS for each and any accident or harmful event resulting in any way from the execution of this contract will not cumulatively exceed the amount of the revenue generated from this contract in the last year before the occurrence of the accident, except in cases of wilful misconduct or gross negligence.

5. FREE AND OPEN SOURCE SOFTWARE, THIRD PARTY COMPONENTS.

5.1. The Parties recognize that the product will be based on components distributed under Free and Open Source Software licences ("FOSS") and the possibility of using these components has been evaluated in full knowledge and is an essential condition for the formulation of the technical and economic offer.

5.2. The task does not extend to the revision of the source code of FOSS components not expressly created for the Customer and therefore, it does not assume any guarantee for any malfunctions which are not attributable directly to code written by R3GIS.

5.2.1. This exclusion extends to additional components (such as modules and extensions) purchased in proprietary licence by R3GIS and from this as supplied to the Customer, or purchased by the Customer upon indication by R3GIS, also because for such components (where) there is no possibility to inspect the source code.

5.2.2. The additional components from the previous point are chosen based on a description carried out by the author of the module. Warranty shall be excluded except for wilful misconduct or gross negligence for failure to meet the component or library or module to the characteristics necessary for the Product or its malfunction, and in general for malfunctions and lack of code quality of third parties, and R3GIS obligations are limited – in case of wilful misconduct or gross negligence – to lend their systems management activities at no cost to replace the insufficient component with another sufficient one where available.

5.2.3. For architectural or infrastructural deficiencies, if some features described in the Offer and its attachments should not be possible, except if such impossibility was known or knowable by R3GIS, such part will be removed without responsibility by R3GIS and the parties will negotiate in good faith a reduction of the fee in relation to less work required by R3GIS, if appropriate.

6. OWNERSHIP OF RESULTS

6.1. Ownership of the software created by R3GIS and the configurations, such as scripts, web services, CSS, Javascript code etc., expressly created for the Customer will remain with R3GIS which grants to the Client an unlimited, free licence with perpetual use and development, except as provided (in the more liberal or more restrictive sense) by the licences of the original material used and of the software not expressly created for the Client. The licence is conditioned by the full and timely payment of fees until contractual maturity. This licence is not transferable to third parties. R3GIS is entitled to request that, in case of failure of timely and full payment, the software should be removed and its used ceased, without admissibility of exceptions by the Customer.

7. CHECKS DURING WORK AND TECHNICAL REPRESENTATIVE

7.1. The Customer is entitled to refer to one or more functionality tests of the Product in order to establish whether they comply with the specifications provided.

7.2. The Customer shall appoint and maintain, for the duration of the contract, a manager who will act in the name and on behalf of the Customer ("Technical Representative") who will have all powers by the same Customer to issue and approve design changes and changes to the specifications.

8. TESTING AND CHECKS DURING WORK

8.1. Within ten days from the date of the final delivery of each module or phase provided by the Offer (including illustrative documents), the Customer shall proceed to accept what has been created, either personally or through specially appointed third parties.

8.2. In case of lack of testing after twenty five days from delivery as defined above – if testing has not been carried out – or in case of positive testing (confirmed by signing the appropriate declaration), the Product shall be considered definitely accepted.

8.3. R3GIS is entitled to intervene in testing, even through their representatives.

9. CONFIDENTIALITY AND NON-SOLICITATION OR TRANSFER OF STAFF

9.1. R3GIS is obliged to keep confidential the information provided by the Customer of which it is made aware in relation to the provision of services under this contract and is also obliged to engage their staff to keep such information confidential, as well as all data processed with regard to that information.

9.2. If disclosure to third parties of material or information considered to be confidential has been caused by acts or events attributable to R3GIS and/or its employees, the latter will be obliged to compensate the Customer any damages related to breach of confidentiality.

9.3. The information which is not included in the obligations provided in preceding point is that which R3GIS can prove that:
   a) R3GIS was already aware before the acquisition of the same by virtue of this agreement;
   b) The information and documentation related or connected, directly or indirectly, to the fulfilment of the obligations under this contract, information already in the public domain, regardless of omissive action of contractual obligations provided for in this article

9.4. The confidentiality obligation, referred to above, will continue to have value even after the termination of this contract and in any case until the confidential information becomes publicly available.

9.5. The parties agree not to solicit and not to employ staff from another party, either directly nor through third parties, contractors, service providers etc., without authorisation from R3GIS, for a period of 3 (three) years from the date of delivery, under a penalty of €100,000 (one hundred thousand) for each person being solicited agreed for this Contract.

10. PAYMENT

10.1. For the implementation of this contract, the Customer is required to pay the fees set out in the Offer, with the relevant billing deadlines indicated. Unless the conditions contained the Offer differ, the deadline for payment of the balance and the work progress – if any – will be the 30th day of the end of the month from the date of the invoice, while the deposit will be due to direct remittance on sight.

10.2. In case of delayed payment, with regard to deadlines provided for in the bill, R3GIS may apply to the subscriber default interest in accordance with that provided for late payment in commercial transactions.

10.2.1. In case of late payments, or delay in confirming the order, the suspension of activities may be opposed by R3GIS. In case of delays in payment, R3GIS may withdraw from the contract without penalty or resulting obligations and will forfeit all obligations which may be provided by law which shall remain held by the customer.

10.3. Any movement on terms in relation to the suspension of activities referred to in the preceding paragraph will be solely in favour of R3GIS, which may be waived in whole or in part.

10.3.1. In case of delay in delivering one phase of Product development for reasons attributable to R3GIS, the Customer will be entitled to apply a penalty equal to €25.00= for every

working day of delay, excluding compensation for further damages, and the Customer will be entitled - but not obliged - to postpone the Maximum Terms of delivery by a number of days equivalent to the delay attributable to R3GIS.

10.4. The fees in the Offer, as well as discounts, shall be agreed conditional execution and payment of the planned project.

10.5. Any processing not provided for in the Offer and requested by the Customer, also through their Technical Representative, or due to the resolution of particular difficulties relevant to the material provided by the Customer will be compensated additionally and in the final balance according to the following maximum prices:
- Senior Developer: EUR 100/hour
- Junior Developer: EUR 80/hour
- Graphic Designer: EUR 65/hour

11. COMMUNICATIONS

11.1. Any communication that each Party makes to the other Party in relation to this contract, must be sent, unless otherwise agreed in writing by the Parties, to the registered office of the Parties as indicated in the epigraph to this agreement by one of the following means: certified email or registered letter with return receipt.

11.2. Modifications to the contract may only be made in writing (including exchange of electronic documents digitally signed through email).

12. SUBCONTRACTING

12.1. The subcontracting of work relating to the product will be possible for specialised parts (e.g. Computer graphics, translations, security audits, development of specific software modules, etc.).

12.2. R3GIS is responsible for the accuracy of the subcontractor's work and for the respect of social security standards and protection of the working environment, holding the Customer harmless in case of disputes against the same.

13. DISPUTES – APPLICABLE LAW

13.1. This contract is governed by Italian Law.

13.2. For all disputes arising from the interpretation and explication of this contract, which cannot be resolved amicably, the Court of Bolzano will have exclusive jurisdiction.

14. FINAL PROVISIONS

14.1. The possible existence of other contractual relationships between the Parties will not cause any collegiality with the same who will remain, therefore, separate and autonomous.

14.2. The parties expressly agree that the supervening invalidity of any provision of this agreement shall not affect the validity of the same in its entirety.

14.3. The Parties hereby agree in case of such an eventuality to strive to replace this clause within the contract, so as to comply with the mandatory provisions of the law.