



# Terms and Conditions for Use of NTT eStore of NTT Italia S.p.A., Via S. Bovio 1-3, 20090 Segrate (MI), Italy ("NTT")

## 1. Introduction

1.1. These eStore General Terms and Conditions (the "Terms") shall govern the use of the e-commerce platform (the "System / Platform") and any Hardware, Software and/or Services ("Products") ordered and purchased through the eStore ("Orders"), and are binding and enforceable against every person that accesses or uses the System ("you", "your" or "User" or "Customer") including each User who registers to purchase Products ("Registered Users"). By using our Platform, you are explicitly acknowledging that you have read, understood and agree to be bound by the Terms. If you disagree with the Terms, then you should not use the System.

1.2. The System and related software applications, which includes the purchasing platform, is owned by and operated by or on behalf of NTT Italia S.p.A., a company registered in Italy under registration number REA MI 1558951, VAT Code and Fiscal Code 12481740152, with registered office in Via San Bovio 1-3, 20090 Segrate (MI) ("NTT", "we", "us" and "our"; NTT and User jointly "the Parties"). With Products being purchased through the Platform, the Terms are binding and enforceable against every User and Registered User. The Terms apply to technology, software, subscriptions, support services and technical services ordered from NTT's eStore. The Terms shall also apply to contracts for the repair, maintenance, testing, placement into service, and refurbishment of the corresponding Orders on the System, insofar as these do not fall within the applicable scope of a separately concluded agreement negotiated between the parties.

1.3. Should a User have an existing and still current agreement with NTT, such as a Master Supply Agreement or similar, the terms of that existing agreement shall take precedence over the eStore Terms, for example in the event of a conflict, ambiguity or omission in the Terms. In the absence of any prior written agreement between User and NTT the Parties acknowledge and agree that all quotes ("Quotations") and/or Orders and the delivery and receipt of the Products and any associated Services to be provided hereunder shall be governed by these Terms and NTT's Standard Terms and Conditions for the supply of services and products. Such Standard Terms and Conditions are hereby incorporated into the Terms in their entirety. A copy of such terms is available on request and such Standard Terms shall take precedence over the eStore Terms, for example in the event of a conflict, ambiguity or omission in the eStore Terms. For the avoidance of doubt, the parties further agree that none of the User's terms and conditions shall add to or modify either the Standard Terms or the eStore Terms or related documentation; neither shall the User's terms affect either party's responsibility to the other as detailed herein.

## 2. General

2.1. These Terms govern the ordering, delivery and use of the Hardware, Software, support and maintenance services and/or professional services in connection with the Hardware and/or Software, made available on the eStore (the "Services").

2.2. The Parties agree that Orders provided to NTT are exclusively for the purpose of confirming your purchase of the specified Products and/or Services and the price thereof.

## 3. Registration

3.1. Only Registered Users may order and purchase the Products on this Platform.

3.2. To become a Registered User, you must create an account by providing certain information and personal details to NTT. You shall also be required to provide a unique username and password in order to access the eStore and purchase Products.

3.3. You agree to provide accurate and complete information when you open an account, and you further agree to update your information, from time to time, in order to keep it accurate, current and complete.

3.4. For security purposes you shall not be allowed to access your account to purchase Products if you fail to enter the correct username and password. You are responsible for ensuring the confidentiality, security and integrity of your username and password.

3.5. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you shall be liable for payment of any Orders made, save where the Order is cancelled by you in accordance with these Terms. You agree to notify NTT immediately in the event that you become aware of or reasonably suspect that there is unauthorised access to your account or use of your

username or password and you agree to take steps to lessen any resultant loss or harm.

3.6. If a User creates an account in order to purchase Products on behalf of an organisation or company, then such User is agreeing to these Terms for that organisation or company and warrants that he/she has the necessary authority to bind that organisation or company to these Terms. In such case "you" and "your" shall refer to that organisation or company.

3.7. You agree that you shall not in any way use any device, software or other instrument to interfere, or attempt to interfere, with the proper working of the eStore or any information contained in the eStore. In addition, you agree that you shall not use any robot, spider, other automatic device, or manual process, to monitor, copy, distribute or modify the eStore or Platform, or the information contained therein, for any reason whatsoever.

3.8. You may not use the eStore to distribute material, which is defamatory, offensive, contains, or amounts to, hate speech, or is otherwise unlawful.

3.9. You may not display, publish, copy, print, post or otherwise use the eStore, nor the information contained therein, without the express prior written consent of an authorised NTT representative.

3.10. To the extent you provide any data or information concerning yourself as part of becoming a Registered User or purchasing and using Services, or Software ("Submitted Information"), such as address, telephone numbers (including mobile), email addresses, and information such as trade references, you represent and warrant that such Submitted Information is true, correct, and current, and that you have the right to possess and use all such Submitted Information. With respect to any Submitted Information relating to the Products, you, not NTT, have sole responsibility for the accuracy, quality, completeness, appropriateness, and intellectual property ownership of, as well as any data protection obligations arising from, all such Submitted Information. By providing Submitted Information to us, you represent and warrant that the Submitted Information is not consumer information and relates to a business, and that such submission is accurate to your best knowledge, not confidential, and not in violation of any laws, rules or regulations, contractual restrictions, or other third party rights. In addition, NTT is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Submitted Information. You hereby grant to NTT a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to copy, distribute, publish, remove, retain, add, and use in any way known now or discovered in the future, anything that Submitted Information, without any further consent, notice and/or compensation to you or any third parties.

3.11. To the extent you upload, submit or otherwise provide information to us, other than Submitted Information, which relates to your customers', prospects, or vendors in connection with the Products (the "Customer Data"), you represent and warrant that you have all requisite rights and permissions so to do. For the avoidance of doubt, trade reference data and other information you provide in connection with your use of any Products relating to your own business (including any online business directory) are not included within the definition of Customer Data. You hereby grant NTT a license to store and use the Customer Data for the purposes of providing the Products and/or the applicable Software and/or Services to you. You shall fully indemnify and hold NTT, its licensors and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including lawyers' fees and costs) arising out of or in connection with a claim alleging that the provision of the Customer Data to NTT infringes the rights of, or has caused harm to, a third party.

## 4. Purchases

4.1. Registered Users may place Orders for Products. Orders shall be accepted by NTT depending on your compliance with NTT's reasonable instructions. NTT shall notify you whether an order has been accepted or declined via the e-mail address provided to NTT upon registration.

4.2. You shall pay NTT in accordance with the terms outlined in the electronic order confirmation or other written instrument applicable to your Software license and/or Services (the "Order"). You shall pay any applicable taxes relating to these Terms and your use of the Products.

## 5. Quotations

5.1. Quotations are valid for seven (7) days from the date shown on the Quotation. Quotations are issued errors and omissions excepted.



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Quotations are exclusive of Value Added Tax or any other Duties, Levies & Taxes. NTT is registered for Value added Tax in Italy. Goods delivered domestically to locations within other countries outside Italy may be subject to local Value Added Tax.

5.2. Unless explicitly stated to the contrary, Quotations do not include delivery costs for which an additional charge will be made. Licence fees are applicable if maintenance is not purchased and are shown as a chargeable line item on the Quotation. Maintenance options include these Licence fees as part of an enhanced support services offering. Alternatively, these Licence fees may be waived upon written confirmation from you of a support agreement between you and another maintenance partner or Third Party service provider.

5.3. You as User shall confirm acceptance of a Quotation by issuing a purchase order to NTT referencing the Quotation number and listing the items quoted therein. Such purchase order should specify your requested Product delivery and/or Service commencement date. Any such User-requested Product delivery and/or Service commencement date shall be subject to Product availability and confirmation by NTT of Service commencement date.

5.4. The pricing is based on the discount and list prices afforded to NTT by Third Party service providers and is subject to change at the Third Party service providers' discretion. In the event of any such changes to either the list prices or the discounts available, NTT reserves the right to update relevant quotations in line with such changes.

### 6. Fees, Invoicing terms and Payment

6.1. You shall make payment of all fees and costs in respect of Products, Software and/or Services upon receipt of NTT's invoice. You shall not be entitled to use the Products, Software and/or Services until payment has been made. Unless different payment terms have been agreed or stated in the Quotations, payment for Products, Software and/or Services shall be made by you within thirty (30) days of the date of NTT's invoice for such Products, Software and/or Services. Any discount which NTT may have granted to Customer shall be forfeited by Customer if payment is not made to NTT on due date.

6.2. All payments shall be made by Customer without any deduction or set-off.

6.3. All fees and costs are exclusive of VAT and such other taxes payable in respect of any services provided by NTT (except taxes based on the income of NTT), which you shall pay.

6.4. Unless otherwise agreed between the parties in writing, fees shall be quoted, expressed and paid for in Euro (€). The fees shall be subject to increases imposed by NTT. For the Products and Services that contain a currency component which is not Euro (€), you shall bear the risk in and to all currency exchange rate fluctuations between Euro and the other currency (generally US Dollar vs Euro). For example, NTT reserves the right to vary the quoted price of Products and Services by giving notice to you at any time before acceptance of the Order, to reflect any variations in foreign exchange currency rates greater than three percent (3%) that have occurred between the date of your Quotation and the date of your Order. In the event of a change to the fees, NTT shall, to the extent that it is reasonably possible to do so, give you advance notice of such change.

6.5. For the Services performed in execution of a project, specific invoicing terms could be applied.

6.6. Any installation or services cancelled by Customer less than two (2) calendar days before the installation date agreed by the Parties, will be invoiced by NTT and due by the Customer in its entirety.

6.7. Unless otherwise agreed between the Parties, time and material services shall be invoiced in arrears at the end of each month, following the submission of the activity report. A "workday" shall be deemed to consist of eight (8) working hours (calculated from 9 a.m. to 6 p.m., from Monday to Friday, except bank holidays in Italy).

6.8. Unless otherwise agreed between the Parties, maintenance services are invoiced annually term in advance. Unless otherwise agreed between the Parties, maintenance services start and are invoiced (term in advance), either on the date of shipment of the goods to the Customer or on the date of the goods arrival in the NTT premises in case of storage or warehousing or staging operations requested by the Customer.

6.9. If you fail to comply with your obligations under these Terms, including any incident involving payment of the price of an Order for any Products, and you fail to remedy such failure within seven (7) days of notice to you by us, we may (in our sole discretion) suspend your access to the eStore, Products, Software and/or Services, without any

prejudice to any claims for damages or otherwise that we may have against you.

6.10. We may charge interest on any amount overdue from due date until date of payment is made by you in full, both days inclusive, according to Legislative Decree no. 231/2002. The interest shall accrue on a daily basis from the due date until date of payment of the overdue amount.

6.11. Should it become necessary for NTT to take any steps to enforce its rights and recover any outstanding amounts owed by you, you agree to be liable for any costs incurred in taking such steps including, without limitation, the collection fees, legal expenses and tracing fees.

6.12. To the extent you have, during any subscription term, purchased an "add-on" to a particular Service, you shall be charged a pro-rated amount for such add-on for the remainder of the existing subscription term, and the add-on shall thereafter be considered a part of the subscription for the base Service.

6.13. Payment can be made for Products only by direct bank deposit or electronic funds transfer (EFT): such payment must be made within the agreed terms (see clause 6.1).

6.14. You warrant that you are fully authorised to use the accounts involved with the payment for Products and/or Services in this direct bank deposit or EFT way.

6.15. Registered Users placing Orders shall be provided with a receipt, along with a copy of their quotation, for their purchase which together shall include the following information:

- 6.15.1. an email address for NTT;
- 6.15.2. the account holder's name;
- 6.15.3. the purchase order number;
- 6.15.4. the transaction date;
- 6.15.5. the transaction amount (with detailed indication of the price, payment methods, delivery costs and taxes);
- 6.15.6. the transaction currency;
- 6.15.7. the authorisation code, if any; and
- 6.15.8. a description of the Products and/or Services purchased.
- 6.15.9. the reference to the current T&C and where the text displayed at the time of the order is available;
- 6.15.10. any special conditions applied to the order.

6.16. Once the Order is placed by the User, the Order is definitive and cannot be adjusted or cancelled. Unless otherwise agreed between the User and NTT, the User cannot correct any data errors made when entering the Order and has no right of withdrawal after placing the Order.

### 7. Delivery; Installation

7.1. NTT reserves the right to deliver the goods ordered (e.g. hardware, devices, tools, equipment), as and when the goods are made available to NTT, which also reserves the right to execute partial shipment. In any case, it is understood that NTT will be able to deliver the ordered goods directly from the vendor and/or through Third Parties.

7.2. If prior to the delivery of goods those goods become obsolete or are superseded by new goods, NTT shall be entitled to cancel any contract for the sale/licensing of such goods without liability or penalty to Customer.

7.3. Delivery means transportation of goods to your door exclusively and solely. Any other operation of forwarding, unpacking or any other handling of Products be subject to quotation.

7.4. NTT shall not be required to deliver any goods or render any services to User for so long as the User is in arrears with any payment owing to NTT from any cause. In the event of user committing an act of insolvency, or being placed under provisional or final judicial management, liquidation or sequestration (whether provisional or final), NTT reserves the right to cancel any sale contract or order and to stop further deliveries of goods and/or performance of services as permitted by law.



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7.5. The Customer has five (5) business days to challenge the delivery, starting from delivery date.

7.6. Notwithstanding anything to the contrary here contained, title to the Hardware sold shall pass to User upon full payment. Ownership in any software licensed to Customer shall remain with NTT or its licensors.

7.7. All risk in and to the Products and goods shall pass to Customer upon delivery thereof. Unless otherwise agreed in writing, delivery will occur when the goods are handed over to a Customer representative at Customer's designated address specified in the Order.

7.8. If any goods are to be installed or any services are to be provided at Customer's premises, the following shall apply: (i) Customer shall ensure that NTT is given reasonable access to those premises during reasonable hours for that purpose; (ii) Customer shall perform a proper backup of its own data, program or files which may be impacted by the installation of goods and the performance of the services; (iii) Customer has to ensure that the system is properly protected against physical or virtual tampering by third parties in accordance with the generally recognized codes of practice; (iv) Customer shall ensure that the premises are suitably equipped and comply with all NTT's and/or vendor's and/or manufacturer's specifications and requirements including (without limitation), size, power points, lighting and dust free environment.

7.9. Customer shall obtain, at its own expense, all necessary consents, permits, licences or other authorizations from the owner of the premises, telecom operator, governmental, municipal, local or other competent authorities and others whose permission is or may be necessary for the installation or use of goods. NTT does not warrant or represent that any such consents, permits, licences or other authorities will be granted and a failure to obtain any one or other of the same shall not invalidate any order accepted by NTT.

### 8. License; Restrictions; Scope

8.1. Where the manufacturer or the licensor ("manufacturer" or "Vendor") of goods sold or licensed to Customer gives warranties to NTT, we will give you the same warranties, with equivalent disclaimers and limitations of liability, in respect of those goods. Save as the provisions of clause 9.2 and without prejudice to what is specified in the following paragraphs, NTT gives no warranties or undertakings to Customer whatsoever with regard to goods or services, including without limitation the warranties of "fitness for a particular purpose" and "merchantability" which are hereby disclaimed and excluded.

8.2. NTT grants you a non-exclusive, non-transferable, non-sublicensable license to use the Software (in object code format only) for internal business purposes subject to the limitations contained in these Terms for the term of such licence ("License"). Subsequent changes to the scope for which the License was purchased may require modifications to your Licence or to the pricing of the Software to reflect such change. Unless otherwise agreed in writing and except as set forth below, each Licence is for a minimum term of twelve (12) months from the date you are first provided access to the applicable Software, and in 12 month increments up to a maximum term of eighty-four (84) months. After the initial term, whatever its duration, each Licence will auto-renew on a twelve (12) monthly basis unless cancelled in writing ninety (90) days prior to the end of the current term.

8.3. NTT retains all ownership rights (including copyrights and other intellectual property rights) in the Information and Software, in any form, and you obtain only such rights as are explicitly granted under these Terms.

8.4. The Software is Licensed for internal use only by you and your employees in an environment controlled by you and for the scope identified by you in your Order you shall not provide or redistribute the Software to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Software to generate any mathematical, statistical, comparative, or other information that is or shall be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce information in legal proceedings.

8.5. You shall not use the Software to engage in any unfair or deceptive practices and shall use the Software only in compliance with applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof.

8.6. You warrant and undertake that your use of an individual's personal information shall be for limited and legitimate purposes as specified in these Terms or applicable Order.

8.7. Upon reasonable notice and during regular business hours, you shall permit NTT to inspect the locations at, or computer systems on which Software is used, stored or transmitted so that NTT can verify your compliance with these Terms and the terms of your Order.

8.8. NTT reserves the right to monitor your use to ensure compliance with these Terms. If such monitoring indicates you are not in compliance with these Terms, NTT reserves the right to take such action as it deems necessary, including, but not limited to, suspension or termination of your account or an increase in the charges should the scope set out in the Order be exceeded. You acknowledge that such monitoring of use may include determining whether or not there has been excessive use or users.

8.9. Any cancellation or termination of Software License shall result in a loss of search and/or usage histories and any customisations you may have made, as well as a discontinuation of any NTT processes you may have initiated prior to cancellation or termination, such as trade reference submissions.

8.10. Unless otherwise specified by the manufacturer or licensor, software "Updates" (i.e., minor enhancements, additions and substitutions to Software, including corrections and bug fixes) are provided at no additional fee, if made commercially available by NTT. "Upgrades" (i.e., modifications, additions or substitutions that result in a substantial change, improvement or addition to Software), if made commercially available by NTT, are provided for an additional fee, if applicable. The determination of whether a matter involves an Update or an Upgrade is within the discretion of NTT. All Updates and Upgrades made available to you are subject to these Terms.

### 9. Disclaimer of Warranties

9.1. Though NTT uses extensive procedures to keep its database current and to promote data accuracy, you acknowledge that any information may contain a degree of error. You are responsible for determining whether the Products supplied by NTT are sufficient for your use and you shall use your own skill and judgment when relying upon the Products.

9.2. Other than as explicitly stated in these Terms, all services, and software is provided on an "as is," "as available" basis and NTT disclaims all warranties, express or implied, including any warranties of accuracy, completeness, correctness, merchantability or fitness for a particular purpose. NTT does not warrant that the Services or Software shall be uninterrupted or error-free and disclaims any warranty or representation regarding availability of a Service or the Software, service levels or performance. NTT shall not be liable for any loss or injury arising out of, in whole or in part, NTT's conduct in collecting, compiling, creating or interpreting any information provided by you or any third party.

### 10. Copyrights and Other Proprietary Rights

10.1. The Services provided pursuant to these Terms are proprietary to NTT and may include copyrighted works, trade secrets, or other materials created by NTT at great effort and expense. You shall not disclose such secrets and/or contest the validity or NTT's ownership. You acknowledge that NTT has created, acquired or otherwise obtained rights in the Products and, notwithstanding anything contained in these Terms, NTT shall own all right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to the Products and to all patent and intellectual property rights and you shall acquire no right or interest therein.

10.2. You shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of NTT, the NTT group of companies or business units or their third party contractors, as applicable, without the prior written consent of NTT, which consent can be withheld and/or withdrawn at any time and for any reason whatsoever.

10.3. Without limiting the generality of the foregoing, all right, title and ownership of any code, forms, algorithms, methodologies, frameworks or materials developed by or for NTT or User independently and outside of these Terms and provided during the course of these Terms ("Existing Material") shall remain the sole property of the party providing the Existing Material.

10.4. All rights, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to any deliverable or work product (or any part thereof) created or delivered by NTT relating to the Services shall vest in NTT.



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10.5. NTT shall defend you against any claims made by an unaffiliated third party that the Software or any Service provided under these Terms infringes its patent, design, copyright or trade mark and NTT shall pay the amount of any resulting final judgment (or settlement agreed by NTT).

10.6. You will comply with the following requirements to benefit from the indemnity above:

- 10.6.1. you will promptly notify any claim to NTT, giving written details of the claim;
- 10.6.2. you will not admit liability or make any agreement or settlement in relation to the claim (unless required by applicable law or a court order) without the prior written consent of NTT;
- 10.6.3. you will give NTT all reasonable assistance at your own cost to enable NTT to contest or defend the claim;
- 10.6.4. NTT shall have the right to conduct the whole or any part of the defence; and
- 10.6.5. you will use all reasonable endeavours to mitigate any such claims and losses.

10.7. You will not be indemnified if the claim:

- 10.7.1. results from the combination of other products or services with the Products or intellectual property rights owned by NTT;
- 10.7.2. results from use of the Products or intellectual property rights owned by NTT which is not in accordance with NTT's instructions;
- 10.7.3. results from modifications by you or any third party to the Products or intellectual property rights owned or provided by NTT; or
- 10.7.4. results from any breach by you of the provisions of these Terms or of the law,

and NTT reserves the right to claim damages against you in such circumstances.

10.8. Should any third party succeed in its claim for the infringement of any intellectual property rights, NTT shall, at NTT's discretion and within 30 (thirty) calendar days of the infringing item having been found to so infringe:

- 10.8.1. obtain for you the right to continue using the infringing item or the parts which constitute the infringement;
- 10.8.2. replace the infringing item or the parts which constitute the infringement with another product which does not infringe and which in all respects operates substantially in accordance with its specifications; alter the infringing item in a way as to render it non-infringing while still in all respects operating substantially in accordance with its specifications; or
- 10.8.3. withdraw the infringing item and terminate the Order and, if applicable, refund to you all charges which you have already paid to NTT in respect of the period calculated from the date on which the claim arose until the expiry of the then current service period.

### 11. Breach and Termination

11.1. In the event of a material breach by you, NTT may terminate any applicable agreement under these Terms or suspend or terminate your access to the Systems and/or to applicable Services or Software without prior notice.

11.2. Upon expiration or termination of any Order, NTT shall not be required to maintain or store, and may delete, your content hosted or stored in connection with the terminated Services, unless otherwise agreed in the applicable Order.

### 12. Claims for Defects

12.1. NTT undertakes to remedy any defects, at no charge by way of subsequent contractual performance, of which the cause can be shown to have arisen before the devolution of the risk. The User is to grant NTT the time and opportunity to perform that the latter may deem

necessary, at its free discretion, for the purpose of such subsequent contractual performance. Any parts replaced shall become the property of NTT. Once a defect has been identified, this must be promptly reported in writing to NTT. Liability for material defects shall not include for normal wear and tear, and neither for damage resulting from any of the following: improper or negligent handling; modification by you or third parties of the programs delivered along with the System; use of unsuitable operating equipment or premises; any other circumstances that are not the fault of NTT; a deviation from the agreed characteristics that is merely negligible in scope and non-detrimental; or a merely negligible restriction of serviceability. The User shall bear any expenditures arising as the result of subsequent performance being delivered at a location other than the agreed place of performance.

12.2. Claims for defects shall become time-barred twelve months after the date of the corresponding service has been performed. If longer compulsory limitation periods are mandated by law then these shall apply. The length of the respective operating/service life shall have no influence on the limitation period.

12.3. If the subsequent contractual performance provided fails to remedy the defect in question, you shall be entitled to revoke the contract or reduce the price, but this shall in no way prejudice any other indemnification claims you may enjoy. You shall not be entitled to assert claims for the compensation of damages or for the reimbursement of costs unless the prerequisites set forth in Clause 13 below have been fulfilled.

12.4. NTT may also meet its obligation to satisfy claims for defects by means of remote access, provided it notifies the User in advance and provided the required technical preconditions are met. The exchange of data between NTT's remote centre and the System of the User shall occur in a manner compliant with the applicable statutory provisions regarding data protection.

### 13. Limitation of Liability

13.1. Save for the indemnity provided under clause 10, the maximum liability of NTT, of any of its affiliates, and the officers, directors, employee, shareholders or agents of any of them to you or a third party arising out of or relating to the Services or Software, or these terms, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), or in connection with the eStore in any way or in connection with the use, inability to use or the results of use of the eStore, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property, shall not exceed the value of the order to which the claim relates.

13.2. Irrespective of the cause of action and notwithstanding anything else contained in these terms, neither Party shall be liable for any special, incidental, punitive or consequential damages or for any loss of profits, or any other indirect loss or damages, or for any lost profits, revenues, or data, or for any exemplary or punitive damages even if advised of the possibility of such damages.

13.3. The limitations contained in clause 13.1 shall not apply to (i) any breach by a party of the other party's proprietary or confidential information or intellectual property; (ii) any loss of or damage to any property or injury to or death of any person which arises from a party's gross negligence; or (iii) damages arising from a party's wilful misconduct (including theft, fraud or other criminal act) or gross negligence.

13.4. The above limitations and exclusions of liability shall apply regardless of the form of action, whether in contract, tort or otherwise and regardless of whether a party has been advised as to the possibility of such claims, losses or damages.

### 14. Your Representations and Warranties; Indemnification

14.1. In addition to representations and warranties you have made elsewhere in these Terms, you represent and warrant that (i) you possess the legal right and ability to enter into these Terms and to comply with these Terms and are duly authorized to act for any business on behalf of whom you are acting when interacting with us or as to whom you are providing Submitted Information; and (ii) you will cooperate with and provide all necessary information and resources to assist us in providing the Products to you and, where obsolete versions of Software are no longer being supported by us, that you will upgrade your hardware and/or software, at your own expense, in order to maintain compatibility with a supported version of the applicable Software.

14.2. In addition to the indemnification obligations set forth elsewhere in these Terms, you agree to indemnify, defend and hold harmless NTT, and our respective directors, officers, shareholders, employees and



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agents (collectively, the "Indemnified Parties"), at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable lawyers' fees and other dispute resolution expenses) ("Claim") incurred by any Indemnified Party arising out of or relating to your (i) violation or breach of any of these Terms or any policy or guidelines referenced herein (including your unauthorized use or distribution of the Products), (ii) your violation of any law, rule, regulation or rights of others in connection with your use of any Products, or (iii) infringement, violation or misappropriation of any copyright, trade secret, or any other intellectual property rights or the violation of any property or privacy right of any third party through your use of the Submitted Information and Customer Data or the provision thereof to NTT in accordance with these Terms.

### 15. Disclaimer

15.1. NTT shall take reasonable steps to ensure that the content of the eStore is accurate and complete, however NTT makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the eStore or as to the accuracy, completeness or reliability of any information on the eStore.

15.2. In addition to the disclaimers contained elsewhere in these Terms, NTT also makes no warranty or representation, whether express or implied, that the information or files available on the EStore are free of viruses, spyware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of NTT, its employees, agents or authorised representatives. NTT thus disclaims all liability for any damages, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the eStore.

15.3. By using the eStore you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the eStore only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for you and all your obligations under these Terms.

### 16. Changes to these Terms

16.1. NTT may, in its sole discretion, change any of these Terms at any time. It is your responsibility to regularly check these Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further Orders on, or in any other way use, your account.

16.2. Any such change shall only apply to your use of this eStore after the change is displayed on the eStore. If you use the eStore after such amended Terms have been displayed on the eStore, you shall be deemed to have accepted such changes.

### 17. Linking to third party service providers

17.1. This eStore may contain links or references to other service providers ("**Third Party service provider**") which are outside of our control, including those of advertisers, distributors, manufacturers and technical support providers. These Terms do not apply to those Third-Party service providers, and NTT is not responsible for the practices and/or privacy policies of those Third-Party service providers.

17.2. All use of Third Party service providers is entirely at your own risk and NTT shall not be responsible for any loss, expense, claim or damages, whether direct, indirect or consequential, arising from your use of such Third Party service providers or your reliance on any information contained thereon.

### 18. Privacy

18.1. All personal information provided by you to NTT shall be processed in accordance with our privacy policy, a copy of which shall be provided on request, and in accordance with the principles of the General Data Protection Regulation (GDPR). For further information about GDPR please see section 21 below.

### 19. Governing law and jurisdiction

19.1. These Terms and the relationship between you and NTT and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of Italy. The UN Convention on Contracts for the International Sale of Products (Vienna, 1980) (CISG) will not apply.

19.2. The Parties agree that any dispute or claim that arises out of or in connection with these Terms, which the Parties themselves are not been able to resolve amicably or for which they have failed to reach an out-of-court settlement, shall be submitted to the exclusive jurisdiction of the Court of Milan – Italy.

### 20. Confidentiality

20.1. The term "Confidential Information" means any information, in whatsoever form, which by its nature or content is identifiable as confidential and/or proprietary to the party disclosing such information ("Disclosing Party") and/or any third party, which is disclosed or otherwise made available to the other party ("Receiving Party") as a result of or in connection with these Terms.

20.2. Each party agrees and undertakes not to:

- 20.2.1. disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- 20.2.2. use Confidential Information for any purpose whatsoever other than strictly in relation to these Terms.

20.3. Notwithstanding the foregoing, Receiving Party may disclose the Confidential Information to its officers, employees and professional advisors to whom such disclosure is reasonably necessary and who are either bound by general confidentiality undertakings no less stringent than that contained in this clause or agree, in writing, to be bound by provisions of this clause prior to such disclosure.

20.4. Receiving Party agrees to protect the Confidential Information by using the same standard of care used to safeguard its own information of a confidential and/or proprietary nature (but in any case no less than a reasonable standard of care).

20.5. Receiving Party shall, at Disclosing Party's option, destroy (including, without limitation, extracting from any computer or similar devices) or return the Confidential Information on written demand by Disclosing Party, and shall certify its compliance with this clause to Disclosing Party upon request.

20.6. The obligations of Receiving Party pursuant to this clause shall not apply to the extent that such information:

- 20.6.1. is known to or in the possession of Receiving Party prior to disclosure thereof by Disclosing Party, through no breach of obligations owed to Disclosing Party;
- 20.6.2. is or becomes publicly known, otherwise than pursuant to a breach of these Terms by Receiving Party; is developed independently by Receiving Party in circumstances that do not amount to a breach of the provisions of these Terms and without reference to or use of the Confidential Information of Disclosing Party; and was received by Receiving Party from a third party who is entitled to disclose same free of restriction and without obligation to Disclosing Party.

20.7. The Receiving Party shall be entitled to disclose the Confidential Information of the Disclosing Party in order to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time, provided that in these circumstances, the Receiving Party shall advise the Disclosing Party in writing prior to such disclosure (unless prohibited by applicable law or a court order of competent jurisdiction) to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard. Provided further that the Receiving Party shall disclose only that portion of the information which it is legally required to disclose and the



## Terms and Conditions for Use of NTT eStore of NTT Italia S.p.A., Via S. Bovio 1-3, 20090 Segrate (MI), Italy (“NTT”)

Receiving Party shall use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances.

20.8. Neither party shall disclose the contents of an Order to any third party without the prior written consent of the other party.

20.9. You shall implement and maintain security measures with respect to the Software and information in your possession that effectively restrict access to Software only to authorized users with a need to know, and protect Software from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those you employ to safeguard your most confidential information. You shall supply NTT with a description of such security measures at our request. In the event of an actual or suspected breach of such security measures, you shall provide us prompt, but in no event later than (2) days after becoming aware, written notice of any security incident that involves, or which you reasonably believe involves, the unauthorized access, use or disclosure of Software or Information.

### 21. Data Protection

21.1. The Parties undertake to comply with the applicable laws and regulations in relation to the protection of personal data, including Regulation No 2016/679 of the European Parliament and of the Council of 27 April 2016. In the event that NTT needs to process Customer personal data on behalf of the Customer for the performance of the Services, NTT undertakes to process Customer personal data in accordance with the sole written instructions from the Customer, and pursuant to the applicable data privacy laws. Consequently, the Parties' obligations applicable to such data processing, as carried out when implementing the Conditions herein, are subject to a specific contract, where necessary. If a transfer of personal data from the European Union to a third country, which does not provide the adequate safeguards for that international transfer, is necessary to the performance of the services and the present Terms and Conditions, specific obligations are set forth in the above-mentioned separate agreement.

### 22. General

22.1. The parties shall act as independent contractors for all purposes under these Terms. Nothing contained herein shall be deemed to constitute either party as an agent, representative, employee or partner of the other party, or both parties as joint venture partners or partners for any purpose.

22.2. Termination of an Order or one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the other provisions of these Terms, which are intended to continue to have effect after such termination.

22.3. The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of these Terms.

22.4. For the duration of any Order, and for a period of 12 (twelve) months thereafter, neither party shall solicit for employment or retention as an independent contractor any employee or former employee of the other party who was involved in the provision of the Services and/or implementation or execution of these Terms.

22.5. NTT shall be entitled to employ third parties and/or sub-contractors to provide goods and/or all or any portion of the services. In such a case, NTT remains liable for the proper performance of the sub-contracted portion of provision of goods and/or performance of the services.

22.6. Each Order incorporating these Terms shall form a separate agreement between the parties and shall constitute the entire agreement between the parties regarding the subject matter thereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not stated in these Terms.

22.7. No waiver, indulgence, extension of time or abandonment by either party of any of its rights shall be binding on that party, unless such waiver, indulgence, extension of time or abandonment is in writing and signed by the duly authorised representative of the waiving party. If any provision of these Terms is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall not invalidate the remaining provisions.

22.8. Neither Party shall be liable to the other for any failure to perform or for any delay in the performance of any of its obligations under this Terms to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and

which by its nature could not have been reasonably foreseen by such party or, if it could have been foreseen, was unavoidable. For further clarification, neither Party shall be liable to the other for any failure to perform or for any delay in the performance of any of its obligations under this Terms due to a force majeure event (“Force Majeure Event”) including, but not limited to, national strikes, terrorism, sabotage, revolution, invasion, insurrection, strike, riot, blockade, embargo, boycott, the exercise of military power, flooding, earthquakes, epidemic and/or health crisis, interruption of electricity supply due to acts or omission of suppliers of telecommunication services or electricity and any other event or circumstance beyond the reasonable control of a Party, according to article 1256 of the Italian Civil Code. In case of a Force Majeure Event, the affected Party unable to fulfil its obligations shall promptly notify the other Party in writing. In this case, the obligation of the affected Party shall be deemed suspended and will resume from the moment the Force Majeure Event will cease. If the Force Majeure Event lasts for more than 30 (thirty) days, each Party shall have the right to terminate the Order by giving written notice to the other, without prejudice to the mutual obligations regarding activities already performed.

22.9. Estimated lead times are approximate and do not reflect delays associated with Order entry, Order changes or transit times. Please contact your NTT Sales Account Manager at the time of your Order for an updated estimate. Orders procured via eStore will be delivered direct to the Registered User's Italian address, as provided to NTT. In the event that the Italian address is a data centre, additional logistics charges and information will be required in order to schedule and complete delivery.

22.10. The parties nominate as their nominated addresses for service upon them of all notices and legal processes in connection with any matter relating to these Terms, the addresses reflected in an Order.

22.11. The parties agree to comply with all applicable laws and regulations relating to the performance of their obligations under these Terms, including but not limited to Italian Legislative Decree no. 231/2001; antibribery and anti-corruption regulations (“Antibribery Laws”).

22.12. It is expressly agreed that if Customer is in violation of the obligations set forth in paragraphs 20.9 above, NTT will be entitled to remedies for all damages suffered. NTT reserves also the right to terminate the Terms pursuant to and by effect of article 1456 Italian Civil Code, if appropriate at its sole discretion.

Date \_\_\_\_\_

Company (“Customer”):

\_\_\_\_\_

Name (in capital):

\_\_\_\_\_

Signature and Stamp:

\_\_\_\_\_



**Terms and Conditions for Use of NTT eStore of NTT Italia S.p.A., Via S. Bovio 1-3, 20090 Segrate (MI), Italy (“NTT”)**

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, Customer declares to have read, understood and specifically approve the following sections: 3 (Registration), 5 (Quotations), 6 (Fees, Invoicing terms and Payments), 7 (Delivery, Installation), 8 (License; Restrictions; Scope), 9 (Disclaimer of Warranties), 10 (Copyrights and other Proprietary Rights), 11 (Breach and Termination), 12.1 (Claims for defects), 13 (Limitation of Liability), 14.2 (Warranties and Indemnification by Customer), 15.2 (Disclaimer), 17 (Linking to third party service providers), 19 (Governing Law and Jurisdiction), 20 (Confidentiality), 21 (Data Protection), 22.9 (Force Majeure).

Date \_\_\_\_\_

Company (“Customer”):

\_\_\_\_\_

Name (in capital):

\_\_\_\_\_

Signature and Stamp:

\_\_\_\_\_