

GENERAL CONDITIONS FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES COMMISSIONED BY AVANADE ITALY S.R.L.

INFORMATION FOR THE SUPPLIER

Hereafter attached are the **General Terms and Conditions for the Provision of Professional Consulting Services** (“**General Conditions**”) commissioned by Avanade Italy S.r.l (for practical purposes referred to hereafter in general terms as “**Avanade**”).

- **Avanade Italy S.r.l.**, with offices at Via Roberto Lepetit, 8/10 – 20124 Milan, registered with the Registrar of Companies with tax code and VAT number 13083980154; REA 1612624 and offices also in: Rome 00143, Via della Fonte Meravigliosa, 76 3/A
Rome 00143 , Via Giunio Antonio Resti, 71
Florence 50129, Via Don Giovanni Minzioni, 36

These General Conditions shall be applicable to all the possible future orders concerning the provision of professional consulting services (by way of mere example: Information Technology, systems or infrastructural maintenance, management and/or business consultancy), unless provided by other agreements written and signed by Avanade.

The orders shall be sent to Supplier in accordance with the terms and conditions provided by the article 21 “Orders”.

In case the description field in the order is not sufficient for containing the entire description of the services committed to Supplier or the invoicing and payment conditions, the following documents shall be attached and considered an integral part of the order:

a) Attachment A “Services Provided in the Order” that shall include the complete description of the activities to be performed, the arrangements for the implementation of the Services, the location for the execution and delivery of the Services and the means and terms by which Avanade shall accept the terms of the Services and/or the estimated time for their performance.

b) Attachment B “Fees, Billing and Payment Terms” shall include the fees for the Services (that may be determined: a) at a flat rate, the so-called Fixed Fee arrangement; b) under a T&M arrangement, namely determined on the basis of a man-day professional rate with an indication of the maximum number of man-days ordered required to perform the Services), the required professional profiles involved and any travel expenses agreed by the Parties.

In addition, should the activities relating to an Order be provided at premises at the legal disposal of Avanade or a client of Avanade the following document shall be attached.

c) Attachment C “Minute on cooperation and coordination activities regarding health and safety in the workplace” or alternatively, where necessary, the “**Interference Risk Assessment Document**” (the “**DUVRI**”) prepared by the final client which Avanade will communicate to Supplier and which will be signed by all the parties concerned with a specific indication of the cost of the measures adopted to eliminate or, where that is not possible, reduce to a minimum the risks regarding health and safety in the workplace arising from the interference of works where present. In any event Attachment C shall contain detailed information on the specific risks that exist in the environment where it is intended

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That Supplier's Personnel shall work and on the prevention and emergency measures adopted with respect to Avanade's activities.

TO BE COMPLETED IN CAPITAL LETTERS

1) FULL COMPANY DETAILS

Name of the companyVAT number.....

Address.....

Postcode CityProvince.....Country

Please follow these instructions carefully

- a) Initial every page of this document.
- b) Ensure that the last page of the General Conditions includes: place and date, company stamp and 2 full signatures for acceptance.
- c) Enclose the documents for which Supplier has responsibility described in article 1 (for Attachment 1 use the facsimile enclosed with the General Conditions and remember to enclose a photocopy of the identity document of the signatory)
- d) Send the General Conditions (including this "Information for the Supplier"), Attachment 1 and any other documents in original to:

Avanade Italy S.r.l. – Via Roberto Lepetit, 8/10 – 20124 Milan (Italy)

To the attention of Katia Canderini (katia.canderini@avanade.com) quoting the name of the Avanade person who requested that the General Conditions be signed if this was not Katia Canderini.

Thanking you for your cooperation.

GENERAL CONDITIONS FOR THE PROVISION OF PROFESSIONAL CONSULTING SERVICES COMMISSIONED BY AVANADE ITALY S.R.L.

ART. 1 (Scope)

1.1 Pursuant to the terms and conditions set forth in these general conditions (“**General Conditions**”) Avanade, as defined in article 20 – Definitions - may commission Supplier, which hereby accepts, to perform professional consulting services (the “**Services**”) which shall be specifically described in the individual orders (“**Orders**”) issued by Avanade from time to time. In order to perform the Services, Supplier undertakes to use the services of its own Personnel – as defined in article 4 - having the professional requisites described in each Order.

1.2 The following attachments shall form an integral part of these General Conditions:

Attachment 1: a declaration, executed by the legal representative, that certifies:

(a) that the Personnel have been properly remunerated and have properly received civil, fiscal and social security treatment in compliance with prevailing Laws, Regulations and Labor Agreements;

(b) the name of the Head of Supplier’s Prevention and Protection Service and the means by which he or she may be contacted by telephone and by ordinary and electronic mail;

(c) the application to the competent authorities for the social security payment document (the “**DURC**”) which shall be provided to Avanade as soon as it is received. Supplier undertakes to provide Avanade with the DURC also subsequently if requested in writing by Avanade;

(d) the request for a certificate issued by the Tax Office demonstrating that all tax affairs are in order;

(e) that the services provided by Supplier are of an “intellectual nature” pursuant to article 26 of Legislative Decree no. 81/2008, unless indicated otherwise in the individual technical and economic offers made by Supplier; if unlike the statement made in said document the services are not of an “intellectual nature” pursuant to article 26 of Legislative Decree no. 81/2008, Supplier shall communicate such to Avanade in the individual technical and economic offers for the single projects and in this case the provisions of article 22.5 shall apply;

(f) a Supplier self certification issued pursuant to Presidential Decree no. 445/2000 that states its compliance with the technical and professional requirements;

(g) that he has read through and undertakes to respect the section of the Information regarding matters of health and safety in the workplace in which details are provided concerning the specific risks existing at the Avanade premises where it is intended that Supplier’s Personnel shall work and concerning the prevention and emergency measures adopted in relation to Avanade’s activities as per Attachment 3.

Attachment 2: a certificate of registration with the Chamber of Commerce bearing data and information valid at the date of dispatch to Avanade and certifying amongst other things the absence during the past five years of bankruptcy procedures pending on Supplier and an antimafia clearance relating to its representatives (pursuant to article 10 of Law 575/65 and subsequent amendments).

Attachment 3: Information regarding matters of health and safety in the workplace in which details are provided concerning the specific risks existing at the Avanade premises where it is intended that Supplier’s Personnel shall work and concerning the prevention and emergency measures adopted in relation to Avanade’s activities.

Supplier undertakes to send - within 30 (thirty) days after the issue of the first Order regarding these General Conditions - the documents that pursuant to Attachment 1 c) - d) it declares it has requested. It is agreed that Supplier shall notify Avanade promptly of any changes with respect to the statements made in Attachment 1 and shall promptly deliver to Avanade an updated version of the documents described in Attachment 1 c) - d) and Attachment 2 each time that the data contained therein are no longer correct.

ART. 2 (Validity and Fee Rates)

These General Conditions shall be applicable to Orders issued by Avanade from time to time. Orders executed under these General Conditions shall be valid for the period indicated therein. The tacit renewal of Orders is excluded even in the event that Supplier should continue rendering services beyond the execution period indicated in the Order. Services that go beyond the terms and conditions of the Orders will not be accepted in any case whatever.

Each Order or document enclosed (as provided by article 21.7) will state the fees agreed by Avanade

and Supplier (each the “Party” or together the “Parties”).

The Parties acknowledge that the fees relating to each Order shall be deemed to include the fees for the obligations at articles 9 (Intellectual Property - Warranties) and 11 (Noncompetition Obligations). The fees for the Orders are to be considered all-inclusive and to contain expenses and fixed costs, in derogation of the provisions of article 1664 of the Italian Civil Code to the extent that it may apply.

Any expenses incurred by Supplier for travel outside the municipality (*comune*) defined by an Order as the working location shall be reimbursed only if these are agreed and approved in writing in advance by the Technical Head as defined in article 8. If the Parties agree that expenses will be reimbursed as incurred, Supplier shall attach all the supporting documentation to its invoices that is appropriate for fiscal purposes and which relates to the expenses incurred.

ART. 3 (Independent Contractor)

In connection with the Orders each Party is an independent contractor and as such shall not have any authority to bind or commit the other. The Order shall not be deemed or construed to create a joint venture, a de facto company or a fiduciary or agency relationship between the Parties. Save the provisions above, it is furthermore agreed and understood that only Avanade will manage the relationship with Avanade Clients, independent of how the Services are performed.

In particular, even if requested by Avanade Clients, Supplier shall not perform any activities – without prior Avanade written consent and/or request – that are not included or that exceed the range of the Services.

ART. 4 (Personnel - Duties of Supplier)

Supplier undertakes to provide the Services by the use of his own employees, for whom it will have obtained all the necessary authorizations from the Department of Labor in compliance with the laws and regulations in force on this matter. Where the Order permits, Supplier may also use the services of contract workers ensuring that the provisions of Legislative Decree no. 276/2003 are fully respected. The term “Personnel” or “Resources” shall mean workers with whom Supplier has entered into a permanent employment contract or, in the case of contract workers, a specific contract for the work in question. Supplier shall provide Avanade with the following information in writing within and not later than, 10 (ten) days

prior to the start of the activities relating to each Order:

- the names of the Personnel whom it is proposed shall perform the Services;
- the *curriculum vitae* of each member of personnel, providing evidence of the knowledge, technical skills and professional experience relating to a person’s qualifications as indicated in each Order;
- the applicable Italian National Collective Labor Agreement and the social security (INPS) and industrial accident (INAIL) numbers of the Personnel whom it is proposed will perform the Services;
- the type of employment contract used for such Personnel. Supplier furthermore undertakes to communicate this information for each new member of personnel who may be used to perform the Services.

The objectives and program of Supplier’s Personnel will be defined in the Orders and may be amended by Avanade on the basis of each supply. Work activities shall be performed at Avanade’s premises or those of Avanade’s final clients. Information on this will be provided from time to time in writing.

Supplier undertakes to respect and to ensure that Personnel respect the safety and security procedures established at those premises when performing this work. In the event of a breach of these requirements or for the purpose of ensuring that the Service activities are performed properly and on a timely basis, Avanade may request that one or more of the members of Personnel be replaced by others having the equivalent professional profile, experience and skills and Supplier must satisfy this request within 5 (five) days of its being made. This shall not affect any rights to the payment of damages.

Supplier undertakes to guarantee the continuity of the services being performed under the Order and to replace Personnel absent for any reason whatsoever by others having the same professional profile, experience and technical skills, providing timely notice to Avanade by means of a registered letter containing all the information indicated in the bullet list above and sent in advance by fax to the Avanade Technical Head. If Supplier becomes aware beforehand that a member of Personnel will not be available on a certain date, Supplier shall notify Avanade of this by the means stated above at least 10 (ten) working days prior to the date of absence.

Supplier shall have no right to receive payment for the days worked by the replaced member of

Personnel or by the replacement member of Personnel for the handover.

If Supplier does not carry out the necessary replacement of one member of the Personnel by another having an equivalent professional profile within 5 (five) days from that on which the absence commenced, Avande may make a daily penalty charge starting from the first working day of absence and equal to three times the daily rate agreed with Supplier as expressly stated in the Order (in case the fee is determined with T&M modalities) or inferable from the period of validity of the Order (in case the fee is determined in a Fixed Fee manner). In the event that this absence extends beyond 15 (fifteen) working days, Avande may terminate the Order concerned save for its right to receive damages.

The Parties agree that in the event that the relation between Supplier and Supplier's Resources employed in performing the activities relating to the Services should terminate for any reason, Supplier shall replace the member or members of Personnel with others having the equivalent professional profile, experience and technical skills and provide prior written notice of this to Avande, taking care of and coordinating all the actions required to ensure that duties are handed over without any interruption or slowdown of the work being performed in connection with the Services; the costs for this shall be borne by Supplier.

Supplier undertakes to pay proper compensation to Personnel and ensure that they receive correct civil, fiscal, and social security treatment in compliance with laws, regulations and labor agreements in force; all obligations for the payment of social security and welfare contributions, industrial accident premiums and third party liability premiums as provided in laws and regulations in force shall be the exclusive responsibility of Supplier, as shall be any other costs and charges deriving from the failure to observe the provisions of law and/or administrative provisions. Supplier undertakes furthermore to hold Avande harmless from any dispute that may arise either directly with Supplier's Personnel by infringement of the applicable laws and regulations, including therein Legislative Decree no. 276/2003, with social security organizations in connection with questions regarding the employment relationship or with third parties for matters relating to the engagement, taking over responsibility for any resulting charge or encumbrance even if such should extend beyond the effective term of any

single Order. Supplier undertakes furthermore to provide evidence that it has made punctual payment of the remuneration/compensation, social security and welfare contributions, INAIL industrial accident insurance premiums and withholding tax due in respect of its Personnel, by providing the related documentation to Avande within 7 (seven) days of any request made by Avande or any other term that may be agreed in the event that such documents still have to be issued by third parties, with the prior agreement of the employees concerned to the communication of such data. Each Party is responsible for all and each of any claims that may be made by its own personnel against the other; in any event, the Parties acknowledge to each other that the performance of the Services cannot in any way give rise to a permanent employment relationship (*rappporto di lavoro subordinato*) between one party and the personnel of the other.

Supplier undertakes to execute the tasks that are the subject of the Order with the maximum diligence and in accordance with high levels of quality, fulfilling all the obligations resulting from the Order accurately, in good faith and in observance of any technical regulations on the matters concerned.

Supplier shall comply with all applicable laws and regulations and shall be solely responsible for any noncompliance. Specific reference is made, but not limited, to Legislative Decree no. 196/2003 relating to data privacy and Legislative Decree no. 81/2008 relating to safety in the workplace.

Supplier shall not use the name of Avande outside Supplier's organization in relation to the Services or for any other purpose, without the prior written approval of Avande;

Avande will grant its approval at its own discretion. Only at Avande's written request and exclusively in relation to the obligations deriving from this article 4, Supplier undertakes furthermore that it will establish a cautionary deposit by means of an unconditional first-call bank surety with all exceptions removed, without preventive enforcement, for an amount equal to 60% of the amount of the Order, with express waiver of the expiry term pursuant to paragraph 2, article 1957 of the Italian Civil Code.

Supplier warrants that it will have a Business Continuity Program ("BCP") in relation to each Order for which a request is made; such BCP shall be maintained for the term of the Order to which it relates. Supplier shall test its BCP at least once a year and communicate to Avande that this testing has been completed, in addition to (a)

listing any anomalies found, or (ii) stating that no anomalies have been found. Supplier shall provide written communication to Avanafe at least sixty (60) days in advance of its intention to make substantial changes to its BCP or to put an end to it. If Supplier does not have a BCP at the effective date of an Order that requires a BCP, Supplier undertakes to prepare a detailed BCP and provide this to Avanafe by and no later than thirty (30) days after the effective date of the Order. Such BCP shall be approved in writing by Avanafe. Once approved, the provisions of this article shall apply to this BCP. Furthermore, at the request of Avanafe, a request that may not be made more frequently than quarterly, Supplier shall provide guarantees concerning its financial situation by presenting to Avanafe financial reports or the financial documentation normally kept by Supplier as part of its business activities.

ART. 5 (Activity Reports)

Subject to prior verification with Avanafe, Supplier shall draw up at the end of each month - or on the basis of different time intervals that may be communicated to Supplier by Avanafe - a report describing the activities and the time taken to perform the Services (in the case that the price is based on T&M) relating to a specific Order and the Stage of Completion of the Services (where the fee is Fixed Fee). Avanafe will summarize in a monthly "Report" the activities and times that it considers accepted and therefore authorized for billing. If the Avanafe Order has been issued by means of information services based on the internet, Supplier's report and the Avanafe "Report" authorizing the billing shall be processed and notified between the parties by means of the information system to which Supplier shall have access with user name and password assigned by Avanafe. It is nonetheless agreed and understood that Supplier must observe the due dates for performing the Services stated in each individual Order and that Avanafe will not pay any further amounts unless these are the result of changes and/or modifications requested by Avanafe in writing and that these changes and/or modifications do not arise from causes attributable to Supplier, even indirectly.

ART. 6 (Invoicing and Payment Terms and Conditions)

Unless stated otherwise in the Order:

1) invoicing will be carried out monthly on the basis of the Avanafe "Reports" referred to in

article 5 or stage of completion reports approved in writing by the Avanafe Technical Head.

The invoice must clearly state the number and date of the Order to which it relates and the reference number of the Avanafe "Report" and must be addressed to the corporate person which issued the Order - included amongst those included at article 20 - and sent to Avanafe's Accounts Payable department (at the address specified in the Order).

2) Invoices shall be paid 75 days from the end of the month of the date of the invoice by bank transfer to the current account whose bank details shall be provided by Supplier at the selection stage or following this, but in the latter case the communication will be effective only if it is (a) sent in writing to the Avanafe company and office that issued the Order and (b) 10 working days after Avanafe has received the communication.

In the event that payment does not occur by the due date indicated above or that established in the Order, in derogation of the provisions of Legislative Decree no. 231/2002 interest shall accrue at the legal rate from the date that the payment becomes overdue, pursuant to article 1284 of the Italian Civil Code. The Parties acknowledge that such interest is in line with that incurred by Avanafe and/or the interest that Supplier has accepted or is prepared to accept from clients in agreements for commercial transactions that are comparable to these General Conditions. Supplier is explicitly forbidden to assign credit, to grant special power of debt collection or to delegate payment collection in any other manner in whole or in part of the amount due. Payments, including reimbursements of expenses, may be suspended in the event of any dispute over the Services.

ART. 7 (Supplier's Technical Coordinator)

Supplier shall appoint a Technical Coordinator for each Order and communicate his or her name to Avanafe; the Technical Coordinator shall represent Supplier and shall have the task, in coordination with the Avanafe Technical Coordinator, of ensuring that the Services provided correspond in number and quality to those indicated by Avanafe and to laws and regulations in force on the subject.

The Technical Coordinator shall appropriately manage and coordinate the activities relating to each Order to this purpose, ensuring furthermore that Supplier's personnel respect the safety and security regulations and procedures (whether established by law or by the company) in the case

that the engagement is performed at the premises of Avanade and/or its clients.

Supplier's Resources shall report solely to the Technical Coordinator for any questions that may relate to the performance of the Services (such as by way of example questions relating to working hours, access to the premises and the use of specific equipment in performing the Services) and he or she will coordinate with the Avanade Technical Coordinator in this respect.

It is agreed and understood that both Avanade and its clients shall be expressly held harmless from any responsibility that may arise from the infringement of the obligations of this article by Supplier and its Personnel.

ART. 8 (Technical Head)

Avanade shall appoint in writing a Technical Head - referred to in the Orders also as the Requestor or Beneficiary - who may be assisted in performing his duties by other members of personnel indicated by Avanade and who shall have the responsibility of carrying out technical checks and of ensuring that Supplier is performing its activities in a precise and proper manner and in compliance with the established programs, in discussion with Supplier's Technical Coordinator under the *audiatur et altera pars* principle.

The Technical Head may accept and approve the work performed and developed by Supplier, thereby binding Avanade, or may reject work that does not correspond to the specifications indicated, to norms relating to proper technical execution and/or to laws and regulations in force on the subject.

ART. 9 (Intellectual Property - Warranties)

It is herein expressly agreed and understood that Supplier transfers to Avanade each and every exclusive right, property or interest concerning any idea, invention, program (including software, written programs and documentation, studies, etc) and everything that is or has been prepared, developed, created, discovered, conceived or written either entirely or partially by Supplier (hereinafter the '**Deliverables**')

- a. during the course of the Services;
- b. which are directly or indirectly related to the Services provided by Supplier to Avanade and/or to the current or future activities of Avanade and/or result from Avanade confidential information;
- c. regardless of the fact that such Deliverables are protected by patent or copyright. It is also agreed and understood that neither Avanade, its

subcontractors nor its assignees shall be in any way liable to Supplier or Supplier's personnel for any fees in addition to those stated in the Order in relation to the sale or assignment of economic use rights over the Deliverables, not even in the event of their publication. Supplier similarly assigns to Avanade, its subcontractors and assignees the right to make any change, modification, conversion or adaptation to the Deliverables or whatever else may be necessary or convenient to them. It is agreed and understood that Avanade, its subcontractors and its assignees are in no manner obliged to publish the Deliverables.

Avanade shall in any event be free to use, without restriction of any type, the concepts, ideas, know-how and techniques developed by Supplier or with Supplier's cooperation during the course of carrying out the Order.

It is similarly agreed and understood that Avanade shall be free to develop any program whatsoever, either for itself or for third parties, regardless of its similarity to the Deliverables referred to in this article. In any event Avanade shall be the exclusive owner of the economic exploitation rights regarding any development, translation, adaptation and conversion and any other change that may be made with or without Supplier's collaboration; Supplier hereby provides its consent to such modifications, including therein all evolutionary maintenance however this may be realized. Supplier shall not be granted any right or license, neither explicitly nor implicitly, to publish, produce, prepare derivative work, distribute copies, make available to third parties, operate or in any case avail itself of any product or materials prepared or made during the execution of the commissioned work, even after the end of the term for which an Order is effective.

Supplier declares and warrants:

- a) to Avanade and its assignees that it does not have obligations or restrictions and that it will not assume restrictions that may interfere, be incompatible with or cause conflicts of interest in relation to the General Conditions and/or the respective Orders;
- b) that save explicit communication in writing it has the exclusive ownership of and/or it has a legal right to use, all documents and/or materials and/or information technology made available for performing the Services. Supplier furthermore declares and guarantees in relation to this that these and the Deliverables are free from any restrictions, encumbrances or other burdens and that neither they, in whole or in part, nor their use, infringe copyright or similar rights of other

third parties, nor will they cause Avanade or its assignees to have to pay royalties or any other amount to third parties for whatever reason.

Supplier shall accordingly defend, indemnify and hold harmless Avanade from and against any damage or responsibility that may arise versus Avanade and its assignees, by reason of right transferred to Avanade in performing the activities commissioned. Supplier undertakes to refund Avanade and its assignees for any amounts due, also based on interlocutory judgment (*sentenza di condanna provvisoriamente esecutiva*).

It is finally agreed and understood between the parties that in whatsoever assignment of the Order, including therein the termination of such, Supplier shall respond to the obligations and provisions of this article which shall in any event remain valid and effective.

ART. 10 (Confidential Information)

During the course of the performance of the Services for Avanade by Supplier, each Party may have access to the other Party's information (in oral, hardcopy or electronic form) that relates to past, present, and future activities regarding the company, the research, development, products, services, and technical knowledge, that shall be identified by the other Party or by its clients as confidential ("**Confidential Information**").

The Confidential Information of one Party may be only used by the other Party in connection with the performance of the Services and access to this shall be available only to those personnel - employees or contract workers - that have this necessity in order to be able to perform the Services. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. Supplier shall bind its own Personnel to comply with the provisions of this article. Confidential Information may not be copied or reproduced without the disclosing Party's prior written consent. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of: (a) completion of the Services or (b) request by the disclosing Party, unless the recipient Party is authorized to hold such information in another capacity. Avanade may keep a copy of Supplier's Confidential Information by the means provided

in this article for the purposes of its records or quality control. The provisions of this article shall survive termination of the Services whatever the reason may be.

ART. 11 (Non-competition Obligations)

For the entire duration of the each Order and for a subsequent period of 12 (twelve) months, Supplier undertakes not to promote or in any event not to set up, in Italy, individually or with other parties, directly or indirectly, on its own behalf or on behalf of others and in particular entities that may be qualified as competitors of Avanade, any activities that are in competition with, or similar to, those provided in executing an Order: (i) for clients of Avanade for which Supplier has performed the Services relating to the Order; (ii) for business clients of Avanade with whom Supplier has come into contact thanks to Avanade during the preparatory stages of collaboration or during the stages of collaboration subsequent to the execution of the Order.

The Parties mutually acknowledge that the fee rates, and accordingly the fees for the Order, include Supplier's noncompetition obligation, and that save that specific prohibition

Supplier shall be free to perform any professional activities for third parties inside and outside Italy. In case of infringement of the non-competition obligation, Avanade may apply a penalty to Supplier, who undertakes to pay, of an amount equal to twice the value of the Orders existing at the date of infringement or - in the event that no Order exists - an amount equal to double the value of the Orders executed in the 12 (twelve) months prior to the infringement, save in any event the payment of further damages. In case of infringement of the non-competition obligation Avanade shall furthermore have the right to terminate the Orders with Supplier, save in any event the right of Avanade to the payment of direct and indirect damages suffered even after termination.

ART. 12 (Liability for Damages - Warranty for Defects)

Supplier shall have the sole, complete and absolute, civil and criminal responsibility for any accidents and damages that may be caused by its Personnel to the employees or property of Avanade, to Avanade's final clients, and to their property, and to third parties and/or to the property of third parties in general, thereby holding Avanade harmless from each and every responsibility in this respect. Supplier warrants

that its Services will be performed in a good and workmanlike manner. Supplier agrees to re-perform any work not in compliance with this warranty if this is brought to its attention within a reasonable time after that work is performed and without charge for Avanade. Supplier shall bear responsibility, with reference to any Deliverables realized in performing the activities referred to an Order, if for whatsoever reason these should be faulty, incomplete or fail to work properly, even partially, or in any event if they do not respond to the specifications requested. To this purpose Supplier shall take action free of charge in the shortest time possible to correct any working defect in the Deliverables caused by errors attributable to Supplier; this undertaking shall be applicable during the 12 (twelve) month period following the date on which the final user carries out any testing on the products.

It is agreed and understood that Supplier hereby undertakes to indemnify Avanade for any damages it may incur, including damages arising from its clients, that derive from any noncompliance, delayed fulfillment or defective performance of the Services by Supplier and undertakes to reimburse all penalties and compensations as may be possibly incurred by Avanade for reasons attributable to Supplier.

ART. 13 (Termination - Withdrawal Rights)

Save in any event the right to payment of damages, Avanade may by right terminate an Order pursuant to article 1456 of the Italian Civil Code by a simple communication in writing, in the case that Supplier infringes any one of Supplier's obligations under articles 4, 9, 10, 11, 12, 17 and 19. The right of Avanade to terminate Orders in the cases in which Supplier is in default remains in all events unprejudiced; cancellation must be carried out by sending a dispute notice by registered letter with return receipt within 15 (fifteen) days. Avanade is free to withdraw its Orders at any time by giving notice of 15 (fifteen) days and communicating this by means of a registered letter with return receipt sent in advance by fax; in this event Avanade shall still have the obligation - except in the cases described in the last paragraph of article 6 - to make payment to Supplier of the amount due for the Services rendered up to the termination date, with any sums for lost profits being expressly excluded. It is specifically agreed and understood that Avanade has the option of withdrawing from any Order under the same terms and conditions as those stated in the previous paragraph (i) if

Supplier is subject to an executory procedure or if legal proceedings are being taken against Supplier's representatives and/or directors; (ii) in the event that control of Supplier is transferred, Supplier is legally transformed, demerged or merged, or Supplier's business or branch of business involved in executing an Order is sold, contributed or rented.

ART. 14 (Regulation of the General Conditions)

These General Conditions and the respective Orders constitute the sole and entire agreement between the Parties and substitute any preceding agreement or communication whatever, written or verbal, between the Parties relating to the Orders. These General Conditions or any Attachment or Order may be modified, terminated or supplemented, solely prior to a written agreement signed by the empowered representatives of each Party and provided that these documents specify and clarify - specifying the relevant articles - that their purpose is to make changes to the documents concerned. No clause of the General Conditions or of an Order may be considered expired or waived other than by the written consent of the Party against whom this is invoked. Any delay or failure by a Party to exercise the rights assigned to that Party by the General Conditions and/or by an Order or tolerance concerning the violation of these, shall not be deemed as a waiving of those rights or as an implicit variation of the provisions or remedies provided by the aforementioned provisions, nor may the partial exercising of a right preclude that Party from exercising the right in full in future. The provisions and obligations arising from articles 9, 10, 11, 12 and 13 shall remain effective after the termination of the individual Orders for whatever reason. In the event of any divergence between the text of these General Conditions and that of the individual Orders, the text of the Order shall prevail for the purposes of interpreting the two documents. Any other agreement or contractual condition of Supplier shall be deemed not to have been accepted by Avanade and in any event ineffective, even if this has been communicated to Avanade or may be demonstrated by documentation sent by Supplier to Avanade (such as merely by way example the acceptance of Orders, etc.).

If one or more clauses in these General Conditions and/or in the Orders is believed to be null and void, cancellable or invalid by the competent Judicial Authorities, this shall not have effect on any of the other clauses of the General Conditions

and the null and void, cancellable or invalid clauses shall be deemed amended to the extent and in the sense necessary for the competent Judicial Authorities to accept them as fully valid and effective.

ART. 15 (Data Privacy)

Pursuant to Italian Legislative Decree no.196/2003, while work is being performed on the Orders deriving from these General Conditions, Avanade may collect data relating to Supplier, either directly at Supplier's premises or at the premises of third parties (such as for example data that is publicly available information), or indirectly through security systems (such as for example by closed circuit television cameras or other controls on access to the company's offices) Avanade may use or communicate such data for purposes connected with these General Conditions and/or the Orders and for the purposes indicated in the Business Policy on the processing of personal data, a copy of which will be sent to Supplier at Supplier's request. In particular, Avanade may transfer data for the above-mentioned purposes to those countries in which the entity belonging to the Avanade Group performs its activity from time to time. By signing these General Conditions, Supplier provides its consent to the processing and communication of its data as indicated in the preceding paragraphs.

A list of the persons who have been appointed in charge of data processing is available at the following address:

- **Avanade Italy S.r.l.**, Via Roberto Lepetit, 8/10, 20124 Milan.

By writing to the address appropriate to each single Order, Supplier may exercise its rights pursuant to article 7 of Legislative Decree no. 196/2003 and obtain a copy of Supplier's personal data, update and correct data and, if the conditions are such, cancel or block data.

Pursuant to article 29 of Legislative Decree no. 196/2003 Supplier undertakes to accept, in case it is advisable or necessary with regard to the implementation of the Services, the appointment by Avanade or by Avanade's clients, as Data Processor (*Responsabile del trattamento dei dati*).

Supplier shall comply with the instructions provided in the relevant appointment letter. Supplier shall process the personal data, disclosed in the execution of the Services (herein after "Personal Data"), only for the provision of the aforementioned Services. It is expressly understood that Supplier shall bear any possible

costs due to changes of the Services or due to regulations and/or legislative modifications, included for example the measures of the Data Protection Authority. Supplier acknowledges that any breach of the provisions and/or of the obligations of this article, shall be considered as a material non fulfillment and therefore, pursuant to article 1456 of the Italian Civil Code, Avanade can terminate for breach the Orders, without in any case prejudice to its right to make a claim against Supplier for compensation for damages. By signing these General Conditions, Supplier provides, also on behalf of its shareholders, directors, employees and consultants, Avanade with the consent for the processing of the personal data for the abovementioned purposes.

ART. 16 (Competent Jurisdiction)

Any dispute between the Parties concerning these General Conditions and/or the related Orders, including those relating to their validity, interpretation, effectiveness, execution or termination shall be submitted to the exclusive jurisdiction of the Court of Milan.

ART. 17 (Non-transferability)

As a consequence of the high level of trust involved in the commissioned work, Supplier may not transfer the Orders to any third party nor the rights or obligations deriving therefrom, nor may Supplier entrust or avail itself of third parties to perform the Services or in any event the obligations that derive therefrom unless prior written authorization is provided by Avanade.

ART. 18 (Communications)

All communications between the Parties shall be in writing by registered letter with return receipt or by fax or, limited to the Orders, by the means described in article 21 and be sent to the following addresses:

Supplier: to the registered office or to the address stated in the Order;

Avanade: to the addresses stated in article 20 as applicable for each Order and to the attention of the person whose name is indicated in the Order as the "*Preparatore*".

ART. 19 (Compliance Governance)

19.1 Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Avanade as described in the Avanade Supplier Standards of Conduct,

including prompt reporting of unlawful, fraudulent or unethical conduct.

Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. A local phone number has been established for each country that Avanade has offices, so to report a serious concern in Italy, please call the Avanade Business Ethics Line at 800-788273, available 24 hours a day, seven days a week (the Avanade Business Ethics Line is also available via an encrypted website hosted by a specialist third-party service provider. For countries inside the European Union, use (<https://www.financial-integrity.com/avanadebusinesseline.jsp>).

You should use the Ethics Line only to make a good faith claim. Avanade takes all allegations seriously.

19.2 Supplier declares (a) that it is aware of the contents of Legislative Decree no. 231 of June 8, 2001 and undertakes to refrain from any conduct which might result in indictment for criminal offenses under that Legislative Decree and b) that before signing the General Conditions and/or Orders, Supplier has examined the Organization Model (the “Model”) adopted by Avanade and available to third parties on the following website: [-http://www.avanade.com/it/legal/Modello%20231%20Avanade%20Italy%20S.r.l.pdf](http://www.avanade.com/it/legal/Modello%20231%20Avanade%20Italy%20S.r.l.pdf)

and undertakes as a consequence to respect the principles stated in the Model and adjust its conduct to those principles for the entire term covered by the Orders or in any event by its collaboration with Avanade. Noncompliance by Supplier with the obligations above mentioned and in any event if Supplier is accused of infringement of the provisions of Legislative Decree no. 231/01 referred to above (by being charged), or as amended in future, shall constitute a grave event, which besides constituting prejudice to the relationship between the Parties will also constitute a material breach of the General Conditions, pursuant to and to the effect of article 1456 of the Italian Civil Code, and grounds for the termination of all the Orders and contracts connected therewith, entitling Avanade Italy S.r.l. to terminate these with immediate effect by giving simple written notice to Supplier, without limitation of additional damages or to any other available remedy as enforcement of damages against Supplier.

19.3 The termination of the Orders for non-compliance on the part of Supplier with the provisions set forth in articles 19.1 and 19.2 shall

similarly determine the termination with immediate effect pursuant to article 1456 of the Italian Civil Code, of any other agreement, contract, engagement or pact however named and existing between the Parties (including, with reference to Avanade, companies belonging to the same group of companies) and without limitation of additional damages or any other available remedy.

ART. 20 (Definitions)

For the purpose of these General Conditions “Avanade” shall mean the company of the Avanade Group registered in Italy - as defined below - which has issued an Order and which will consequently from time to time be one of the following:

- **Avanade Italy S.r.l** with offices at Via Roberto Lepetit, 8/10 – 20124 Milan, registered with the Registrar of Companies with tax code and VAT number 13083980154; REA 1612624 and offices also in: a) Rome 00143, Via della Fonte Meravigliosa, 76 3/A; b) Rome 00143 , Via Giunio Antonio Resti, 71; c) Florence 50129, Via Don Giovanni Minzoni, 36.

Furthermore, **Group or Avanade Group** shall mean the set of companies and/or corporate persons that are controlled by Avanade Inc., a company registered in US, and its assignees. By control is meant the power (however exercised) to manage, directly or indirectly, the business of another company and/or corporate person, for example, by having the power to make decisions or through contractual relations. These General Conditions shall also apply in relations between Supplier and any other companies operating in Italy that may in future become part of the Avanade Group.

Avanade Italy S.r.l. shall in no way be liable for compliance or noncompliance with Orders issued by other companies of the Avanade Group, while in a similar manner companies of the Avanade Group shall in no way be liable for compliance or noncompliance with Orders issued by Avanade Italy S.r.l. or other companies of the Avanade Group in respect of Orders issued by them.

ART. 21 (Orders)

21.1 The Orders placed in compliance with these General Conditions following and in respect of an offer of a technical and economic nature made by a Supplier, as may be modified following indications from Avanade, may be sent to Supplier, at Avanade’s discretion, by ordinary mail (hereinafter referred to as a “Postal Order”),

electronic mail (hereinafter referred to as an Electronic Order”) or by fax (hereinafter referred to as a “Fax Order”) or by any other means that may arise from any new operating procedures of Avande if Supplier is specifically notified in advance in writing. Supplier undertakes to put in place adequate security measures to ensure that Postal, Electronic and Fax Orders are protected against unauthorized access, manipulation, delay, destruction or loss. 21.2 Postal, Electronic and Fax Orders placed by the means described above shall be considered fully valid and accepted by Supplier on the commencement of their proper execution and in any case if no notification to the contrary is received by Avande’s Technical Head within 3 (three) working days of their dispatch or if Supplier receives no notification by electronic mail, fax or ordinary mail from Avande within the same time period that cancels or changes an Order previously received.

21.3 Orders placed by Avande under the procedure referred to above and all communications connected with these Orders shall arrive by ordinary mail solely from the offices of Avande indicated in article 20 or by electronic mail or fax and will be sent to Supplier only to the electronic mail address or fax number of Supplier included in the “Supplier Schedule” containing corporate details sent to Avande on selecting the Supplier or, if that address was not provided, to the electronic mail address stated in the Order. It is agreed that if Orders or communications connected with Orders are sent to ordinary mail or electronic mail addresses or fax numbers that differ from those stated above, it will be assumed that they have never been sent.

21.4 The Parties undertake to ensure that the any transactions concluded by electronic means are not legally invalid or ineffective solely because they are in electronic form. By signing these General Conditions, the Parties explicitly waive any right to dispute the validity of any Order or the acceptance of an Order on the sole grounds that it has been sent or received by electronic means.

21.5 If Avande requests a confirmation message providing specific acceptance of an Order to be sent to a specific ordinary mail or email address or to a specific fax number, the respective Postal Order, Electronic Order or Fax Order will not give rise to any obligation on Avande’s part unless Supplier has sent the acceptance referred to herein, unless Supplier has sent the acceptance referred to in this section.

21.6 The Parties undertake to recognize that any Electronic Order, Fax Order or Postal Order that has been transmitted properly in accordance with this article shall be deemed to satisfy the legal requirement of being in writing. The Parties undertake to recognize the value given to the Order pursuant to article 2702 of the Italian Civil Code.

21.7 In the event that the Order description field is unable to include the entire description of the services entrusted to Supplier or the billing and payment conditions, the following documents shall be enclosed and considered part of the Order:

a) Attachment A “Services Provided in the Order” shall include the complete description of the activities to be performed, the arrangements for the implementation of the Services, the principal location for the execution and delivery of the Services and the means and terms by which Avande shall accept the Deliverables and/or the estimated time for their realization;

b) Attachment B “Fees, Billing and Payment terms” shall include the fees for the Services (that shall be determined: a) by a flat rate arrangement, known as Fixed Fee; b) by a T&M arrangement, that is determined on the basis of a manday professional tariff with the specification of the maximum number of man-days necessary for the implementation of the Services), professional profiles and any possible travel expenses agreed by the Parties;

c) If the Services to which the Order relate are provided at premises for which Avande’s final client has legal responsibility, Attachment C “Minute on cooperation and coordination activities regarding health and safety in the workplace” or, alternatively, where necessary, the “Interference Risk Assessment Document - DUVRI” (the “DUVRI”) prepared by the final client which Avande shall communicate to Supplier and which shall be signed by all the interested parties with a specific indication of the cost of the measures adopted to eliminate or, where that is not possible, reduce to a minimum the risks regarding health and safety in the workplace arising from the interference of works where present. In any event Attachment C shall contain detailed information on the specific risks that exist in the environment where it is intended that Supplier’s Personnel shall work and on the prevention and emergency measures adopted with respect to Avande’s activities.

ART 22. (Compliance with Legislative Decree no. 81/2008 regarding health and safety in the workplace)

22.1 By signing these General Conditions Supplier declares amongst other things that all workers, be they employees or non-employees (for example contract workers or those with other forms of “flexible contracts” pursuant to Law no. 276/2003 and other applicable laws and regulations), who are or who shall be assigned by Supplier to the projects commissioned by Avanade:

a) are and shall be for the entire period during which they are assigned to said projects suitable for performing work duties that require the regular use of a video terminal (VDT) for 20 hours per week (article 173 of Legislative Decree no.

81/2008); in this respect Avanade shall be entitled to request Supplier at a later date to provide a copy of the individual certificates of suitability for these work duties prepared by the Competent Doctor appointed by Supplier;

b) have received and shall receive from Supplier, for the entire period during which they are assigned to said projects, appropriate information/training in matters regarding prevention and protection and health and safety at work as provided by laws and regulations in force (with especial reference to the VDT risk); in this respect Avanade shall be entitled to request Supplier to provide documentation as evidence of that information/training. Supplier additionally shall communicate in writing to Avanade each variation that may occur in respect of the declarations in Attachment 1, provided by article 1.2 b), regarding the name of the Head of its Prevention and Protection Service and the means by which he or she may be contacted.

22.2. If Avanade, pursuant to the aforementioned article 17, expressly provides its consent that Supplier may make recourse to subcontractors for performing the commissioned projects, Supplier shall be responsible for delivering the following documents to the persons indicated below:

(i) The subcontractor’s up-to-date C.C.I.A.A. certificate (Chamber of Commerce certificate) bearing a statement as to the absence of insolvency procedures during the previous 5 years and an antimafia clearance (pursuant to article 10 of Law no. 575/65 and subsequent amendments).

(ii) A statement signed by its Legal Representative consisting of the matters included at article 22.1.

These documents shall be delivered in original to Avanade Italy S.r.l.:

a) **for Milan** to the attention of **Katia Canderini**- Via Roberto Lepetit, 8/10, 20124 Milan;

b) **for Florence** to the attention of **Aine Cavallini**- Via Don Giovanni Minzoni, 36, 50129 Florence;

c) **for Rome** to the attention of **Francesca Pannunzi**- Via Giunio Antonio Resti, 71, 00143 Rome

with a copy being sent in advance by email to:

katia.canderini@avanade.com or

aine.cavallini@avanade.com or

francesca.pannunzi@avanade.com.

It is recalled that throughout the term of the contractual period provided by the Order Supplier is bound to communicate to Avanade - promptly and on a timely basis - details of any future changes in respect of the matters discussed above. Attachment 3 as per article 1 shall also include the names and contact details of the Head of the Prevention and Protection Service (RSPP) for each company of the Avanade Group.

22.3 Supplier shall perform the Services abiding fully by all prevailing laws and regulations on matters regarding health and safety at work and security procedures in the workplace and shall ensure that these are observed by the Personnel performing the Services.

22.4 If the Services subject of the Order are rendered at the premises of Avanade or at premises for which Avanade’s final client has legal responsibility pursuant to and to the effects of article 26, paragraph 2, of Legislative Decree no. 81/2008, Avanade, Supplier and any Supplier third parties (i) shall cooperate in implementing the measures for the prevention and protection of work risks affecting the performance of the Services, and (ii) shall coordinate the steps taken to protect against and prevent the risks to which workers are exposed, providing each other with information on a reciprocal basis with the aim amongst other things of eliminating any risks which may arise from any interference between subcontractors working at the same time at the places where the Services are to be performed (“Interference Risks”); all of this may also be agreed with the final client of Avanade for whom the Services are being rendered.

22.5 If Supplier has communicated to Avanade in the individual technical and economic offers or alternatively to the individual project heads (ex article 1.2 Attachment 1 e)) that the Services are not “of an intellectual nature” pursuant to article 26 of Legislative Decree no. 81/2008:

(i) Supplier undertakes to communicate in the individual technical and economic offers or

alternatively to the individual project heads the risks it will introduce into the premises of Avanafe and/or Avanafe's final client.

(ii) If Interference Risks are likely to be encountered pursuant to and to the effects of article 26, paragraph 3 of Legislative Decree no. 81/2008 and for the purposes of promoting the cooperation and coordination referred to at point 22.4, if the Services subject of the Order are provided:

(a) at the premises of Avanafe, Avanafe shall draw up a single risk assessment document describing the measures adopted to eliminate any interference ("DUVRI"), or alternatively (b) if the Services are performed at premises for which Avanafe's final client has legal responsibility, such client shall provide Supplier with the DUVRI prepared by the final client.

The DUVRI shall be signed by all the parties concerned and shall include a specific indication of the cost of the measures adopted to eliminate or, where that is not possible, to reduce to a minimum the risks regarding health and safety in the workplace arising from the interference of works where present, costs which Supplier undertakes to communicate to Avanafe at least 10 (ten) days prior to the commencement of the execution of the Order. The DUVRI shall therefore be a substantial part of the respective Order (Attachment C).

22.6 It shall be Supplier's responsibility to ensure that the Personnel deployed in performing the contracted work are provided with, and exhibit, an appropriate identification document including a photograph and containing the worker's personal details together with a description of the employer. Personnel not in possession of this identification document shall not be allowed entry to the premises at which the contractual work is being performed, and this shall be considered a specific nonperformance event for the purposes of assessing the grounds for termination and the responsibilities of Supplier.

22.7 With specific reference to Legislative Decree no. 81/2008 regarding safety in the workplace, but not limited to such, Supplier undertakes:

- to hold harmless both Avanafe and any final client of Avanafe in whose favor its Personnel have performed the Services; this shall hold for the full statutory term for the actions performed by Supplier's employees and/or collaborators, as an exception to any other agreement which may have been entered, and shall relate to all damages for which such persons are not compensated by

INAIL (the Italian State insurance agency for accidents at work);

- to take out insurance for the term of the agreement, or, on request, provide evidence that this has been done, in respect of the Personnel deployed in the activities and having the contents described at the previous paragraph, for the same statutory term.

22.8 Supplier additionally undertakes to provide immediate verbal notice, to be promptly confirmed in writing to the individual project heads, of any accident suffered by its own Personnel, or by that of any subcontractors it may employ, during the performance of the Services.

22.9 Avanafe shall be entitled to verify or have verified by delegated persons, during normal working hours, that Supplier is respecting the obligations provided in this article. Supplier additionally undertakes to provide Avanafe with the information needed to verify that the above-mentioned obligations are being respected within 3 (three) days of the receipt of the related request.

For acceptance of the above terms and conditions in their entirety

PLACE AND DATE

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Stamp and full signature of Supplier

In accordance with the provisions of articles 1341 and 1342 of the Italian Civil Code the following articles are expressly approved: articles 2 (Validity and Fee Rates), 4 (Personnel - Duties of Supplier), 6 (Invoicing and Payment Terms and Conditions), 9 (Intellectual Property - Warranties), 10 (Confidential Information), 11 (Non-competition Obligations), 12 (Liability for Damages - Warranty for Defects), 13 (Termination - Withdrawal Rights), 16 (Competent Jurisdiction), 19 (Compliance Governance); 21(Orders).

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Stamp and full signature of Supplier