GENERAL CONTRACT TERMS AND CONDITIONS RELATING TO THE SALE AND/OR INSTALLATION OF THE EKLOK SYSTEM AND OF THE RELATED SERVICES

Between the Company/the Entity ECAT srl, with registered office in via Bologna n. 5 12084 - Mondovì, Tax Code no. 00206980047, VAT no. 00206980047, represented by Maurizio Gallo (hereinafter referred to simply as «ECAT»)

and

the Company/Entity ...., with registered office in ...., Tax Code ...., VAT no.............., represented by ...., (hereinafter referred to as "Customer")

collectively, hereinafter also referred to simply as "contracting parties".

WHEREAS

- ECAT srl has created the EKLOK system, to mainly be used in ecclesiastical monumental clock-making but also in the industrial and home automation fields;

- EKLOK is a control panel or pilot clock through which peripherals are activated that activate the various devices present in the belfry or in other parts of the building (lighting, heating, etc.);

- it is ECAT's intention to distribute the EKLOK system to three main categories of buyers: installers, resellers and end users;

- these general terms and conditions apply to the sales contracts of the EKLOK system and, specifically, of the Hardware components and/or of the Software Licence. These general terms and conditions also apply to the installation services and cloud computing services provided directly by ECAT;

- these general terms and conditions are attached to the estimates/quotations/orders ("Quotation") that ECAT sends to the customer from time to time and form an integral and substantial part of each quotation and order confirmation;

- the transfer of hardware components, software licences and the provision of services by ECAT is subject to the acceptance of this agreement, which will be completed during the registration phase, according to the procedures published on the official website www.ecat.it;

- ECAT in carrying out its activity towards the Customer, upon the express request of the Customer, undertakes to provide, for a fee, operations for the collection and/or saving and/or back-up and/or storage of the latter's data, relating to the EKLOK system, on its servers in cloud computing mode ("Cloud");

- any possible derogation from the General Terms and Conditions must be drawn up in writing;

- in the event of a conflict between the provisions of the General Terms and Conditions and the provisions of the Quotation, the provisions of the latter shall prevail;

NOW THEREFORE
with this private agreement the following is agreed and stipulated

Article 1 - *Recitals*
The above recitals are to be understood as an integral and essential part of the contract.

Article 2 - *Type of Customer and limitation of effects*
1. The provisions of this contract govern the relations between ECAT and three different types of Customer:
a) reseller: the person who purchases the EKLOK system from ECAT, who in turn sells it to an installer, who installs it at the end customer's premises;
b) installer: the person who purchases the EKLOK system from ECAT, who installs it at the end customer's premises;
c) final customer: the person who purchases the EKLOK system from ECAT and at whose premises ECAT installs it.
2. Notwithstanding specific exclusions for certain types of Customer, which will be specified on a case by case basis, this contract applies equally to all the afore-mentioned types of Customer.
3. This contract exclusively regulates the relationships between ECAT and its direct customer (reseller, installer, final customer) and not the subsequent contractual relationships that could be concluded between the direct customer of ECAT and its subsequent assignees.
4. The relations between the direct Customer of ECAT and its subsequent successors will be the subject of specific bargaining between them, without any involvement of ECAT, aside from the exceptions envisaged for the provision of the Cloud service pursuant to art. 4 of this contract.

Article 3 - *Object of the contract (hardware and software)*
1. ECAT sells to the Customer (installer, reseller or end user) who purchases the hardware components of the EKLOK system indicated in the Offer ("EKLOK") for the sale prices indicated therein. The prices are shown net of VAT and of shipping costs. ECAT grants the Customer the licence to use its own software indicated in the Offer (respectively the "Software" and "Licence(s) to Use") and supplied together with the EKLOK Hardware Components.
2. The Software are protected by the Law of 22 April 1941 no. 633 ("Copywright Law") and international treaties on intellectual property and are granted as a Licence to Use for the Customer within the limits permitted by these conditions and by what is established in the Quotation.
3. The effects of the Licence to Use will end on the termination, for any reason, of the effects of the sales contract of the EKLOK system hardware components with which the software was supplied.
4. The Licence to Use is granted by ECAT to the Customer on a non-exclusive and non-transferable basis. ECAT may therefore also transfer it to other customers, while the Customer may not transfer it to other subjects, except as provided for in the following section.
5. Except for the transfer prohibition referred to in the previous section, ECAT expressly grants the Customer, of the reseller or installer type, the right to transfer the afore-mentioned rights on the software to their assignees (respectively installed for the reseller and final customer for the installer), to the extent that such rights have been legitimately acquired. This right to transfer the software rights is not granted to the end customer at whose premises EKLOK will be installed.
6. The price must be paid by the Customer according to the timing and methods provided for in the Quotation.

7. The delivery terms start from the day of acceptance of the Quotation by the Customer.

8. In the case of payment of the price in a single amount, the ownership of the Hardware Components will only pass to the Customer with the full payment of the fees, but the Customer assumes the risks from the time of delivery. In the event that the payment of the price is deferred in several instalments, ownership of the Hardware Components will remain with ECAT and will pass to the Customer only with the payment of the last instalment, pursuant to art. 1523 of the Italian Civil Code, it being understood that the customer assumes the risks from the time of delivery.

9. The Hardware Components purchased by the Customer will be delivered accompanied by a regular transport document stating the purpose of sale.

10. In the event of termination of the hardware component sales contract, ECAT has the right to obtain the return of the hardware components and to withhold the instalments collected as a penalty, in addition to compensation for greater damage.

11. The variations - increasing or decreasing - of the hardware components on which the Software licensed for use are installed, as well as the adding and/or removal of devices or peripherals to/from each hardware component - provided that they have been previously authorised by ECAT in writing - will result in the automatic extension of the Licence to Uses to the new hardware component and/or to the new peripheral devices, with a proportional modification of the related fee.

12. The Customer acknowledges and accepts that any violation of the provisions of this article entails the automatic revocation of the Licences to Use granted.

13. ECAT will remain the exclusive owner of the industrial and intellectual property rights relating to the Softwares (such as, by way of example, copyrights, rights relating to distinctive signs, patents, know-how, etc.) and to the hardware.

14. The Customer acknowledges and accepts that any customisations made by ECAT at the request of the same Customer to the Software and Hardware will not entail any transfer to it of the associated industrial and intellectual property rights.

Article 4 - *Provision by ECAT of the cloud computing service*

1. The EKLOK system interfaces with a cloud computing infrastructure ("Cloud") made available by ECAT that is capable of:
- performing the validation tests of the EKLOK product;
- serialising the EQLOK products;
- remotely tracking, monitoring and managing by ECAT of all the connected products. Thus viewing of the alarm states (predictive maintenance) and remote control.
- connecting to the machines remotely and viewing of the alarms management

2. ECAT will provide the Cloud service for each installation of the EKLOK system even in cases where the installation is not performed by ECAT but by installers that we have purchased directly from ECAT or indirectly through distributors.

3. The Cloud service, although essential for the full operation of the EKLOK system, is to be considered a distinct and separate service to be provided for a fee at the express request of the Customer.

4. Even in the event that the end customer does not have direct relations with ECAT, the Cloud service will be provided by ECAT. In this case, the end customer can decide to purchase the Cloud service directly from ECAT or from the installer/reseller.

5. Starting from the date of first installation of the EKLOK system, for the duration of 12 months, the Cloud service will be provided free of charge by ECAT. Upon the expiry of the 12 months, the Cloud service may
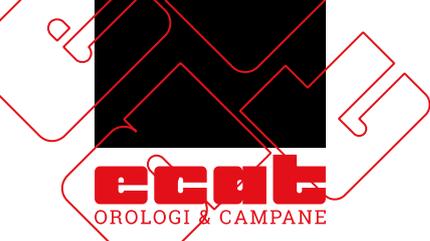
be further provided for a fee and upon the express request of the direct customer of ECAT or of the end customer at the cost and in the manner that will be specified by ECAT in the quotation.

6. In support of the installation/supply, in order to guarantee the connection necessary to use the Cloud service described in this article, the EKLOK system can be equipped with a SIM card. Use of this SIM is exclusively bound to the use of the EKLOK system and to the related Cloud service, within the time limits indicated in the previous section. Therefore, any different use of the SIM card is absolutely forbidden. In case of violation of the afore-mentioned prohibition, ECAT will immediately deactivate the SIM, subject to taking legal action for any liability, of any nature, that may derive from unauthorised use of the SIM.

7. The general terms and conditions established in this contract, integrated by the specifications contained in the quotation, which are understood to be fully referred to here, apply to the Cloud service, insofar as they are compatible.

Article 5 - *Provision by ECAT of the services of installation and configuration, maintenance, Software help desk assistance, maintenance and hardware component assistance*

1. The provisions of this article (art.5) and of the following one (art.6), apply, by default, to the cases in which ECAT has stipulated the contract directly with the end customer, at whose premises the EKLOK system will be installed. At the express request of the installer and/or reseller, to provide the services described in this article, the afore-mentioned provisions will also apply to the latter.

2. ECAT undertakes to provide installation and configuration, maintenance, Software help desk assistance, maintenance and assistance of hardware components ("Services") in accordance with the specifications annexed to the Quotation, as well as under the terms and conditions, without prejudice to the requirement that such services must be provided in a workmanlike manner, according to the principles of good practice and with the adoption of due diligence.

3. The Customer undertakes to pay ECAT the fee for the Services indicated in the Offer.

4. ECAT undertakes to provide the Services according to the timing and at the times specified in the Quotation. If the deadlines are not respected, ECAT must: a) promptly investigate the causes behind the fault/inefficiency/malfunction and make every reasonable effort to keep all the data indicating the cause of the fault/inefficiency/malfunction; b) inform the Customer about the state of the efforts being undertaken to resolve the underlying cause of the fault/inefficiency/malfunction; and c) promptly remedy the cause of the fault/inefficiency/malfunction.

5. ECAT, where possible, has the right to provide the Services remotely, via remote access, or in other ways as agreed in writing with the Customer.

6. Unless otherwise indicated in the Quotation or in its annexes, ECAT must provide, at its own expense, all the materials and equipment necessary to provide the Services.

7. In providing the Services, ECAT undertakes to comply with (i) all the laws, procedures, standards and codes of conduct that apply in relation to it; (ii) all the requirements, provisions and directives of any public body or authority; (iii) all the relevant Customer company policies and procedures as amended and communicated from time to time.

8. In providing the Services, ECAT undertakes to monitor the correct work of its workers; the organisation of the activities, equipment and personnel will be the exclusive responsibility of ECAT. The designated personnel must be numerically appropriate to the needs, plans and times of the Services and be technically suitable and reliable in order to guarantee the necessary precautions and confidentiality in relation to the non-disclosure of the know-how that constitutes the Customer's assets.

9. ECAT will inform the relevant workers about the specific risks associated with the performance of the Services in which they are employed and will ensure that they comply with all the legal provisions, including those relating to health and safety in the workplace.

Article 6 - *customer obligations*

1. The Customer, to the extent necessary for the execution of the contract, must provide ECAT with access to and use of all the information, technology and minimum specifications of its hardware components reasonably required by ECAT to enable it to fulfil its contractual obligations.
2. The Customer guarantees that its facilities are suitable for the installation of the EKLOK system. The Customer is solely responsible for any additional costs incurred by the same for the adaptation of its facilities so that the EKLOK system can be installed and operated.
3. The Customer hereby agrees that ECAT may at its discretion protect, by means of a password or other computer protection systems, the licensed Softwares to prevent their modification, copying or, in general, use for purposes not unauthorised by the contract.
4. The Customer agrees as of now that ECAT may access, with prior written consent and agreement on access methods, the hardware components of the Customer where the ECAT Software is installed, to verify the fulfilment by the Customer of the agreements contained in this article.

Article 7 - *Warranty*

1. Without prejudice to the legal guarantees to be provided in favour of the Customer and the guarantees provided by the manufacturers of the Hardware Components, and notwithstanding ECAT's obligation to provide the Services in a workmanlike manner, the Customer acknowledges and accepts that ECAT may not be called to respond: a) to errors in use of the Software Licence to Use or of the Hardware Components transferred to the Customer due to insufficiency, inaccuracy, incompleteness or incorrectness of the data and of the Customer's Facilities and Technical Specifications indicated in the following article; b) delays in the provision of the Services due to force majeure events.
2. The minimum specifications that the Customer's facilities must possess in order to be suitable for the installation of the EKLOK system are the following:
to use the clock remotely, it is advisable to have one of the following connections available in the system:

    a) LAN
    To connect to a LAN, use a CAT 7 cable (STP* type). * Shielded Twisted Pair.
    b) WIRELESS
    For the Wi-Fi connection, the clock must be connected to an access point or to a wireless modem and supports the IEEE 802.11 a / b / g / n / ac communication protocols.
    c) GSM
    For the GSM modem connection, make sure that the signal coverage is sufficient for correct operation of the device. It is advisable to use the IoT SIMs provided by ECAT.

For full use of the functions it is advisable to install the clock where it is possible to receive the GPS satellite signal and therefore to have a portion of the sky visible (example having a window available within a radius of 10m).
For further information, consult the technical manual of the clock available on the website www.ecat.it .

Article 8 -*Indemnity and Limitation of Liability*

1. ECAT will not in any way be responsible for any non-fulfilment or delayed contractual fulfilment if they relate to causes attributable to the Customer and/or events of force majeure, including but not limited to, loss of energy, unavailability of telephone connection lines or of other network service providers, malfunction of electronic devices that are an integral part of the Customer's Internet network.

2. ECAT will not in any way be liable for any damage suffered by the Customer due to third party behaviour or omissions that may affect (a) the correct execution of the Contract, and/or (b) the functioning of the EKLOK system in its entirety (hardware and software), such as by way of example but not limited to, actions of third parties having access to the network, abusive intrusion into systems by third parties, data theft, tampering and/or the dissemination of data stolen by third parties.

3. Except in cases of wilful misconduct and gross negligence, any liability of ECAT towards the Customer and towards any of its companies controlled by and/or connected to the Customer pursuant to art. 2359 of the Italian Civil Code will be limited to the amount of the fees paid by the Customer to ECAT in the year of duration of the Contract in which the contractual breach occurred.

4. The Customer expressly undertakes, for itself as well as, pursuant to and for the purposes of article 1381 of the Italian Civil Code, for its employees, collaborators, consultants, agents, administrators, for third parties directly or indirectly appointed by the Customer itself, to keep ECAT, its employees, collaborators, consultants, agents, directors, customers, suppliers and intermediaries, as well as its subsidiaries and/or affiliates fully harmless and indemnified pursuant to art. 2359 of the Italian Civil Code from any damage deriving from any non-fulfilment or violations by the Customer of the declarations, guarantees and/or obligations provided for by the contract or by the laws and/or regulations applicable to the contract, unless such violation is the consequence of a direct behaviour attributable to ECAT.

Article 9 –*Duration and withdrawal*

1. The Contract has the duration indicated in the Quotation.

2. The General Terms and Conditions commence and are effective from the date of signing.

3. ECAT and the Customer may withdraw from the contract at any time, having a duration of at least twelve months or for an indefinite period, by means of a written notice of withdrawal to be sent by certified email with notice of at least 6 (six) months from the date on which the withdrawal will take effect.

4. The right of withdrawal is excluded for contracts with a duration shorter than that indicated in paragraph 3 above.

5. The fixed-term contract with a duration of at least twelve months will be automatically renewed upon expiry unless cancelled by one of the Parties, to be sent, in writing, with at least three months' notice of the expected expiry.

Article 10 –*Fees*

1. The fees that the Customer must pay to ECAT for the sale of the Hardware Components, the Licence to Uses and the provision of the Services relating to the EKLOK system are specified in the Quotation ("Fees").

2. The Fees must be paid by the Customer to ECAT according to the timing and methods provided for in the Offer.

Article 11 -*Suspension of the Licence to Use and of the provision of the Services by ECAT*

1. ECAT has the right to suspend, pursuant to art. 1460 of the Italian Civil Code, the granting of the Licences to Use and the provision of the Services in the event of full delay in payment of the Fees in the times set out
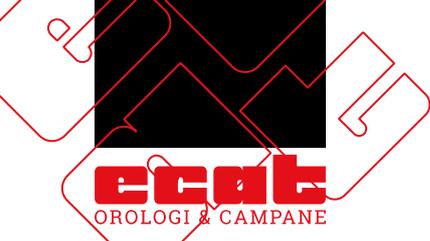
in art. 10 (Fees) of these general terms and conditions, after 7 (seven) working days from the payment deadline, even if partially not respected.

Article 12 –*Express termination clause*

1. Without prejudice to any further right of ECAT pursuant to the law and the contract, in the event that the Customer defaults on any of its obligations pursuant to the articles:

- 3 (Object of the contract - hardware and software), in the part in which it provides for the limits for the Customer to transfer copyright to other subjects;
- 6 (Customer Obligations), in the part in which it provides that (i) the Customer is solely responsible for any additional costs incurred by the same for the adaptation of its facilities so that the EKLOK system can be installed and operated; (ii) ECAT agrees that the Customer may protect at its discretion, by means of a password or by other computer protection systems, the licensed Softwares to prevent their modification, their copying or, in general, their use for purposes not permitted by the contract; (iii) the Customer agrees as of now that ECAT may access, with prior written consent and agreement on the access methods, the hardware components of the Customer where the ECAT Software is installed, to verify the fulfilment by the Customer of the agreements contained in this article;
- 7 (Warranty), in the part in which it provides that the Customer's facilities, in order to be suitable for the installation of the EKLOK system, must possess the minimum specifications indicated therein;
- 8 (Indemnity and Limitation of Liability), in the part in which it provides that the Customer expressly undertakes, for itself as well as, pursuant to and for the purposes of article 1381 of the Italian Civil Code, for its employees, collaborators, consultants, agents, administrators, for third parties directly or indirectly appointed by the Customer itself, to keep ECAT, its employees, collaborators, consultants, agents, directors, customers, suppliers and intermediaries, as well as its subsidiaries and/or affiliates fully harmless and indemnified, pursuant to art. 2359 of the Italian Civil Code, from any damage deriving from any non-fulfilment or violations by the Customer of the declarations, guarantees and/or obligations provided for by the contract or by the laws and/or regulations applicable to the contract, unless such violation is the consequence of a direct behaviour attributable to ECAT.
- 10 (Fees), in the part in which it provides that the Customer pays the Fees within the times and in the manner specified in the Quotation;
- 12 (Processing of personal data), in the part in which the Customer undertakes to comply with the legislation on privacy;
- 13 (Prohibition of Transfer) of the Contract, in the part in which the Customer prohibits the transfer of the contract, ECAT will have the right to terminate the Contract pursuant to and by effect of art. 1456 of the Italian Civil Code, by sending a registered letter with return receipt and/or a communication via certified e-mail. The termination will take effect immediately upon receipt of the afore-mentioned communication from the Customer, without prejudice to ECAT's right to compensation for damage suffered.

2. It is acknowledged that the contracts for the sale of Hardware Components, Software Licence to Use and the provision of Services of the EKLOK system, including the Cloud service, are linked to each other. The termination for any reason (by way of example, termination, withdrawal, nullity, cancellation) of one of the contracts also results in termination of the others.

12.Processing of personal data

1. The Parties declare that they have received adequate information regarding the processing of personal data relating to them, mutually provided for the purpose of stipulating the contract, in accordance with the pro tempore current and with the applicable legislation, including EU Regulation 679/2016 and Italian Legislative Decree 196/2003, as amended by Italian Legislative Decree 101/2018.

2. In the execution of the contract, the Parties mutually undertake to respect the national and European legislation, in force from time to time, regarding the protection of personal data, and in particular the provisions of the Privacy Code and of the GDPR, as well as the provisions of the Guarantor Authority for the protection of personal data, and to independently satisfy the related obligations imposed by the applicable legislation.

13.Transfer prohibition

1. It is expressly forbidden for the Parties to transfer the contract and/or the rights and/or obligations deriving from it to third parties, without prejudice to the hypothesis of transfer of the company.

14 Jurisdiction and dispute resolution.

1. The contract is subject to the application of Italian law, with the exclusion of the rules of conflict of attribution on the applicable law.

2. For any dispute concerning the contract, ECAT and the Customer agree as of now the exclusive jurisdiction of the Court of Turin (Italy), with the express exclusion of any other competing or alternative court.

Pursuant to and for the purposes of articles. 1341 and 1342 of the Italian Civil Code, the Customer declares to specifically approve, after reading, the following clauses: Article 3 - Object of the contract (hardware and software); Article 4 - Provision by ECAT of the cloud computing service; Article 5 - Provision by ECAT of installation and configuration services, maintenance, Software help desk assistance, maintenance and assistance of hardware components; Article 6 - customer obligations; Article 7 - Warranty; Article 8 - Indemnity and Limitation of Liability; Article 9 - Duration and withdrawal; Article 11 - Suspension of the Licence to Use and of the provision of the Services by ECAT; Article 12 - Express termination clause; 13.Prohibition of assignment; 14. Jurisdiction and dispute resolution.

Ecat Signature and Date   Customer Signature and Date

_____   _____