

General Terms and Conditions of NON IT Products&Services Supply

between

Atos Italia S.p.A.

and

Index

1. ACKNOWLEDGEMENTS AND GOVERNING OF THE TERMS AND CONDITIONS	3
2. SUBJECT OF THE TERMS AND CONDITIONS	4
3. PRICE	4
4. PAYMENT AND INVOICING	5
5. PERFORMANCE PERIOD/PENALTIES	5
6. PLACE OF PERFORMANCE	5
7. WARRANTIES AND RESPONSIBILITIES OF THE SUPPLIER	5
8. SUPPLIER'S OBLIGATIONS TO ITS OWN EMPLOYEE(S)/WORKPLACE SAFETY	6
9. SUPPLIER'S OBLIGATIONS TO TRACK CASH FLOWS – Law of August 13, 2010 n.136 art.3.	6
10. CORPORATE RESPONSIBILITY FOR SUPPLY CHAIN/COMPLIANCE WITH LAW	7
11. Confidentiality	7
12. Treatment of personal DATA	8
13. EXPORT CONTROL	8
14. TRADEMARKS/INTELLECTUAL PROPERTY	9
15. PROHIBITION ON TRANSFER OR ASSIGNMENT	10
16. PROHIBITION ON SUBCONTRACTORS	10
17. INCOMPATIBLE OBLIGATIONS WITH THE TERMS AND CONDITIONS	10
18. TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE	10
19. TAXES	11
20. EXCLUSIVE JURISIDCTION/APPLICABLE LAW AND REGULATIONS	11
21. ENFORCEABILITY OF THESE TERMS AND CONDITIONS TO SUCCESSORS AND ASSIGNEES	12
22. EFFECTIVE DATE AND DURATION OF THE TERMS AND CONDITIONS	12
23. GENERAL PROVISIONS	12

Between:

Atos Italia S.p.A. (hereinafter also defined as "ATOS") with registered offices in Milan, Via Caldera, 21, with capital of € 1,500,000, fully paid, tax code, VAT and registration with the Register of Companies of Milan, no. 00795910157;

and

_____ (hereinafter defined as the "Supplier") with registered office in via _____, with capital of €. _____, fully paid, tax code, VAT and registration with the Register of Companies of _____ no. _____.

In this Agreement, ATOS and the Supplier, as defined below, individually, a "Party," and, collectively, the "Parties," execute and agree as follows:

WHEREAS:

A) the Supplier declares to have operated for years in the field of Information Technology, and to have the necessary technical skills and appropriate business structure, and therefore warrants to be able to provide to end-users, exclusively through the aforementioned organization and in accordance as hereinafter specified, the activities provided by this contract:

B) the Supplier is subjected to an approval procedure prepared by ATOS for the assessment of suitability of its suppliers with respect to the quality standards adopted by the ATOS;

C) these terms and conditions of non IT products and services supply (hereinafter defined as "Terms and Conditions") have the sole purpose of establishing the conditions to be applied in any case in which the Supplier has to accept a purchase order (hereinafter also called the "Order(s)", including also specific agreements or contracts entered into with the Supplier) issued by ATOS for the performance of the services among those provided herein;

D) ATOS, with the signing of these Terms and Conditions, shall have no commitment to the Supplier in terms of volumes of sales nor orders nor any other similar commitment;

Acknowledging that the foregoing is an integral part of the following, it is agreed and executed:

1. ACKNOWLEDGEMENTS AND GOVERNING OF THE TERMS AND CONDITIONS

1.1. These Terms and Conditions contain the contractual provisions for any future supply in favor of ATOS and/or its final Customer (hereinafter also called the "Customer") by the Supplier. These Terms and Conditions are therefore an integral and essential part of any Order and related technical appendices, the conditions set forth in tender notices, requests for offers and/or contracts with the Customer, as per not expressly waived or derogated in the same Order or Contract. It is also understood that the Supplier cannot start the performance of the services provided by these Terms and Conditions without the receipt and acceptance of an Order issued by ATOS - Purchasing Department. It is understood that ATOS will not be committed to pay any price to Supplier - and that there will be no responsibility assumed - when the services subject of Terms and Conditions are not performed in accordance with an Order, to which references should be made in all documentation and correspondence, including invoices, between ATOS and the Supplier.

1.2. The Supplier acknowledges, without exception, that effective immediately, unless otherwise stated in writing in the Order issued by ATOS, all services performed by the Supplier under these Terms and Conditions, give

rise to an obligation of result on the part of the Supplier, as a constant reference for the verification of the achievement of complete, accurate, and timely fulfillment, the description of the performance and/or result and/or the level of services made by ATOS in writing within a period agreed upon between the Parties.

2. SUBJECT OF THE TERMS AND CONDITIONS

2.1. SERVICES OF THE SUPPLIER

The activities described in each specific Order, issued by ATOS in accordance with these Terms and Conditions and which Supplier undertakes to provide in favor of ATOS and/or the final Customer, may concern:

A) Services (Consulting)

B) Tasks (Consulting and Development project activities)

The above mentioned A), B), . activities may be named and defined in these Terms and Conditions as Services” or also as “services”, “activities”.

2.1.1. Obligations of the Supplier in the Performance of Orders Issued by ATOS

2.1.1.1. The Supplier undertakes, without exception, to periodic checks by ATOS to assess the conformity of the results performed by the Supplier in relation to those provided for in each specific Order. ATOS will report promptly to the Supplier any non-compliance found during periodic checks, while the undersigned Parties agree that the lack of such reports from ATOS cannot under any circumstances constitute an extenuating circumstance for the Supplier with regard to any failure to fulfill its responsibilities, even though due to objective liability of the latter. In the event that the Supplier fails to immediately eliminate the alleged non-compliances as a result of the periodic checks, or if during the verification by ATOS, the same delays in the performance of the specific Order, pursuant to these Terms and Conditions and the same specific Order, such as to reasonably expect that the terms of execution of the work commissioned will not be respected, and the Supplier does not have the means necessary to comply with the terms of supply, the specific Order will be terminated in accordance with Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE, upon written communication of ATOS with notice of 15 (fifteen) days of receipt of the said written notice.

2.1.1.2. It is understood that the Supplier maintains without exception the sole responsibility for: (a) the quality of the services provided by its employees to perform ATOS Orders, (b) all acts, facts and actions carried out by the same. In particular, the Supplier undertakes to train its personnel carrying out the obligations provided in these Terms and Conditions and the consequential Orders, and in particular with respect to: (i) the obligations pertaining to the privacy and confidentiality of information relating to ATOS, the end Customer, any additional partners, and the activities performed, (ii) the proprietary rights of ATOS and/or the final Customer and/or third parties, (iii) the rules and regulations governing access and/or the protection of workplace safety, on the premises where the activities are to be carried out, (iv) the provisions of a legislative nature which may also regulate the activities commissioned by ATOS, (v) communication procedures under which, unless otherwise directed in writing by ATOS, the employees of the Supplier must strictly apply always and only to ATOS personnel.

2.1.1.3. The Supplier guarantees that the personnel in charge with performing the single Order, if requested by ATOS, will document in written, legible and understandable form all of the activities, procedures, actions, and subjects of their work. These reports, if required, will be produced on a daily basis and in the form agreed upon with ATOS personnel, which will be made available.

2.1.1.4. Unless otherwise stated in ATOS’s Order, the costs resulting from any transfers of Supplier’s employees responsible for carrying out the Order, will remain charged to the Supplier.

2.1.1.5. The Supplier undertakes without exception to cooperate with any other suppliers involved in the same activities. Any failure or lack of cooperation by the Supplier shall constitute grounds for termination of the specific Order, to the prejudice of the same Supplier, pursuant to Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

3. PRICE

3.1. The price, all-inclusive (except for costs related to job safety with particular reference to those related to their specific contract, which shall be specified in each individual bid) and invariable, will be indicated in each single Order.

3.2. All payments to the Supplier shall be net of any penalties, for any reason applied by the final Customer in reference to services provided by the Supplier.

4. PAYMENT AND INVOICING

4.1. The payment of invoices will be made by bank transfer to the bank indicated by the Supplier, one hundred and twenty (120) days after the end of the month of the invoice, unless otherwise stated in the Order. It is understood that in the event of any delay in payment by ATOS, interest on late payments by the latter may be due only starting from the date of receipt of a notice of breach to be sent by registered letter, in express derogation to any other provision, and will be calculated periodically using a rate equal to current legal interest rates.

4.2. Invoices that do not comply with the provisions in the specific Order will be rejected by ATOS and all charges connected to and arising from a new issuance of these invoices will be paid by the Supplier.

The Supplier shall indicate by written notice its bank details and all other data necessary for the payment of invoices originated in the relationship with ATOS and take an active part in event of a change of such data with timely notice.

4.3. No assignment of credit or other forms of payment delegation will be accepted by ATOS as price in whole or in part, in the absence of prior and express written permission of ATOS: that constitutes, in fact, together with the specific Order, part of the evidence of the credit, as per Art. 1262 of the Civil Code. This article assumes, therefore, awareness of the transferee at the time of the sale, and it is enforceable pursuant to the last paragraph of art. 1260 of the Civil Code.

The Supplier also undertakes to ensure, despite the prior and express written agreement, that communications do not reach ATOS, either from the Supplier or from third parties, relating to the assignment of credit as long as the claim did not become certain and liquid, thus, not prior to the issuance of the invoice. The communications of assignment, transfer of the irrevocable mandate to the collection, and exhibition of writing regarding the domiciliation of payment must, in any case, reach ATOS at least 60 days (sixty) before the expiry of the payment, with express indication of the IBAN as well as the number of bank account where the payment is to be made.

In case of breach on the part of the Supplier of the sentences provided in the above paragraphs, ATOS may terminate the specific Order under article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

5. PERFORMANCE PERIOD/PENALTIES

5.1. The Supplier undertakes without exception, to comply with the terms specified in the Order of ATOS for the performance of the services requested. Every term for the performance of the services of the Supplier must be considered a term of essence.

5.2. The Supplier undertakes without exception, to indemnify and hold harmless ATOS from any penalty claimed by anyone as a result of the objective failure of the Supplier to meet the terms of performance of the activities ascribed/commissioned to it.

The above does not prejudice in any case ATOS's right to request the Supplier compensation for any further damage.

6. PLACE OF PERFORMANCE

The Supplier undertakes to carry out the services commissioned by ATOS at the sites listed in the Order issued by ATOS. Unless otherwise agreed in writing, no claim can be made by the Supplier against ATOS for fees of any kind arising from the location at which the commissioned performance shall be carried out. Therefore any burden or loss resulting from that condition will remain charged to the Supplier.

7. WARRANTIES AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier will indemnify and hold harmless ATOS, and free from any claims of third parties – both out of court and at court - who claim to have suffered damages as a result of services performed by the Supplier, or by any act or acts committed by the employees of the Supplier.

In this regard, the Supplier irrevocably undertakes to enter into a contract with a major insurance company for third party liability..

The Supplier represents and warrants to ATOS and its heirs that it is not subject to duties and restrictions and does not assume constraints that could interfere, or be incompatible, or give rise to a conflict of interest in relation to the activities, subject to the specific Order, that it will provide to ATOS.

The Supplier represents and warrants further that, unless explicitly agreed otherwise in writing, any documents and/or materials made available by the Supplier itself to be used in the implementation of activities, subject to the specific Order, they are free from restrictions, charges and encumbrances and that no part of them, nor their use, violates copyrights, patents or similar rights of third parties, nor will ATOS and/or its Customers bear the burden of paying royalties or other payments to third parties, for any reason.

As already provided for in Paragraph 1 of this Article in relation to claims out of court, the Supplier will bear therefore, all expenses of defense against any legal action brought against ATOS and its subsequent assignees, depending on the rights granted to it and/or transferred, in the performance of the activities subject to the specific Order. The Supplier is committed henceforth to the total payment to ATOS and subsequent assignees of all amounts which may be payable for damages and legal costs resulting from any measure of judgment.

8. SUPPLIER'S OBLIGATIONS TO ITS OWN EMPLOYEE(S)/WORKPLACE SAFETY

8.1.1. All personnel assigned by Supplier to perform the services commissioned by ATOS (or that has been in any case engaged in the development / manufacturing of the products purchased by ATOS) must be regularly and legally employed by the Supplier. In this sense, the Supplier must be available to provide ATOS at any time documentation that shows the legal hiring of said personnel.

8.1.2. The Supplier undertakes to comply, with respect of its officers and/or employees, all laws and regulations pertaining to labor and social insurance, assuming the related charges. The Supplier declares, under Art. 46 of Decree 445 of 12/28/2000, that all the resources that will be involved in the activities have a regular employment contract And it also declares the regularity of contribution payments, social security and insurance required by law, then the proper application of withholding tax on income. In this respect, as an essential condition in order to enable ATOS to proceed with payments under the contract, the Supplier shall send to this latter a copy of the DURC in force. Once the DURC will be expiring, the Supplier shall provide to ATOS the updated DURC (and thus for the subsequent deadlines) as a prerequisite to obtain the anticipated payments. The supplier undertakes a now to not raise any exceptions in case of non-payment dependent on such lack of an updated DURC.

8.1.3. The Supplier will also undertakes to observe all the rules set forth in applicable collective labor agreements, even irrespective of their membership in trade associations or not, and whether they are currently in force or successive to the date of execution of these Terms and Conditions, recognizing that its officers and/or employees be treated in accordance with those rules.

8.1.4. The Supplier undertakes to inform ATOS of the situation of the obligations described above providing, upon ATOS request, appropriate further documentation (among which the one demonstrating the fulfilment of the insurance obligations towards its personnel). Failure to comply with this commitment is cause for immediate termination of these Terms and Conditions and the specific Order, upon written notice by ATOS.

8.1.5. The Supplier has declared, and with the signing of these Terms and Conditions reiterates that statement, that they have the technical and professional requirements for the performance of all transactions in the supply of Services.

8.1.6 Il The Supplier declares that it has fulfilled all the obligations arising from the regulations on workplace safety, in particular by the provisions of Leg. Decree 81/08 and subsequent amendments and additions.

9. SUPPLIER'S OBLIGATIONS TO TRACK CASH FLOWS – LAW OF AUGUST 13, 2010 N.136 ART.3.

The Supplier shall assume all the obligations, without exception, related to the traceability of financial flows provided for in Article 3 of Law No 13 August 2010, no. 136, and as regulated in the same Article 3.

It is therefore understood that in the event of a breach by the Supplier of even one of the obligations under Article 3 of Law 13 August 2010, n. 136 or by this article, as well as in the case in which transactions relating to contracts and/or Orders were carried out without the use of banking institutions or by the company Poste Italiane SpA, ATOS will terminate the contract and/or the Order pursuant to and for the purposes of Article 1456 of the Civil

Code, reserving the right to request the Supplier compensation for all damages caused, including in particular damages that may be caused to it with regard to the specific contract in place between ATOS and the public Customer.

It remains understood that the Supplier in case of non-compliance and/or breach of the obligations referred to in the preceding paragraph, will hold ATOS safe and harmless from any and all damages that may result from, pursuant to the notice in writing by ATOS and within and no later than 10 (ten) days, unless otherwise agreed between the parties, from the date of receipt of the request, any and all damages and/or indemnification, either through out of court or at court, which ATOS must make known to third parties.

The Supplier is required to notify ATOS within and no later than five (5) days, unless otherwise agreed between the parties, from the date of signing of the contract and/or acceptance of the Order, the identification of the dedicated bank account referred to in Article 3 of Law of August 13, 2010, no. 136 together with the generalities and the tax code by persons authorized to operate on it.

10. CORPORATE RESPONSIBILITY FOR SUPPLY CHAIN/COMPLIANCE WITH LAW

10.1. The Supplier must comply with the principles and requirements of the "Atos Business Partner's commitment to integrity." The Supplier, at the request of ATOS, shall provide, no more than once a year, at its option: (i) a self-evaluation written on the form provided, or (ii) a written report approved by ATOS that describes the measures taken or to be taken by the Supplier to ensure its conformity to "Atos Business Partner's commitment to integrity." ATOS, its officers and authorized representatives, and/or a third party appointed by ATOS and reasonably acceptable to the Supplier, will have the right (but not the obligation) to conduct inspections - also at the office of the Supplier - to ensure compliance with the "Atos Business Partner's commitment to integrity." This inspection may be conducted only upon written notice of ATOS, during regular office hours, in accordance with the law on the protection of data and shall neither unreasonably interfere with the business activities of the Supplier nor violate confidentiality agreements with third parties and the Supplier. The Supplier must provide reasonable assistance to ATOS in the execution of the inspection. Each party shall bear its own costs incurred in that inspection. Without prejudice to any and all other rights and remedies which ATOS may use, in the event that the Supplier (i) has violated a material or repeated "Atos Business Partner's commitment to integrity" or (ii) has prevented the exercise by ATOS its right of inspection as laid down in the third paragraph of this Article, ATOS may, after giving the Supplier reasonable notice and a reasonable opportunity to remedy the breach, terminate these Terms and Conditions and/or any Order issued pursuant to thereof, without any liability towards the Supplier.

The substantial violations include, but are indicative and not limited to, cases of child labor, corruption, and non-compliance with environmental protection requirements set forth in the "Atos Business Partner's commitment to integrity." The provision for notice and the opportunity to remedy the breach does not apply to violations of the requirements and principles of child labor as set out in the "Atos Business Partner's commitment to integrity," or the intentional failure to meet requirements relating to environmental protection referred to "Atos Business Partner's commitment to integrity."

10.2.. The Supplier undertakes, for the purpose of the provisions of Leg. Decree of June 8, 2001, no. 231:

- (i) to comply with the principle of free competition and all the antitrust laws;
- (ii) not to disturb in any way and/or not to distort the procedures for contractor selection by business counterparts and, in an indicative and non-exhaustive manner, to refrain from promising money or other donations, or to make donations of money or other donations in any form, either directly or indirectly, for the benefit of the business counterparts or to any person in any case in any way attributable to the same, or to any person or to associations or foundations or others that may in any way have subsidized or guaranteed or promised to simplify or guarantee the performance of contracts.
- (iii) to comply with the "Atos Business Partner's commitment to integrity" of Atos Italia S.p.A.

11. CONFIDENTIALITY

The Supplier and ATOS undertake, each for himself and his personnel, not to disclose or make available in any way to third parties any confidential information relating to the other Party and to the final Customer, of which they become aware during this contractual relationship. With the exception of those already in the "public domain", all information related to commercial activities, research, development and implementation carried out

by ATOS and/or the final Customer shall be considered strictly confidential and subject to the requirements mentioned above. In particular, the Supplier expressly undertakes to use such confidential information solely for providing Services, Products to ATOS and/or the final Customer. The Supplier can not, in the absence of express prior written permission of ATOS, copy or reproduce for themselves or for third parties, in whole or in part, documents and materials provided by ATOS (such as, by way of example and not limited to: drawings, matrices, scaffolds readable by a computer, etc.), outside of what is strictly necessary for the performance of the activities covered by these Terms and Conditions.

In particular, the Supplier undertakes to observe scrupulously the prescriptions contained in the policy on the treatment of information and data owned by ATOS, named "*Policy on the access of partners and suppliers to ATOS IT and information*" and is aware that in the event of its breach can generate substantial and irreparable damage to ATOS. Furthermore the Supplier undertakes to let each employee (who will be dedicated to provide services to ATOS) sign a Non-Disclosure Agreement on the basis of a template provided by ATOS. This latter may ask at any time the documented evidence that those employees have signed such NDA, being understood that the lack of signature will constitute a serious breach as per art. 1456 c.c. This undertaking doesn't exclude the direct liability of the Supplier for the acts committed by its employees in violation of the present confidentiality obligations.

The Supplier and ATOS commit, each on its own, not to make mention their relationship to others, without the prior written consent of the other Party.

Failure to comply with all terms and provisions agreed in this Article gives the right to ATOS to request, at any time and at its sole discretion, the immediate termination of the specific Order, pursuant to Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

12. TREATMENT OF PERSONAL DATA

Supplier will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Atos data, as provided for under this Terms and Conditions. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Atos data by Supplier or approved subcontractor personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the provisions of this Terms and Conditions, or (c) as expressly permitted in writing by Atos. To the extent that Supplier processes any Personal Data (as defined in the attached Data Processing Addendum) on Atos' behalf, within the scope of rendering the Services, the terms of such data processing addendum which are hereby incorporated by reference (the "DPA") shall apply and the parties agree to comply with such terms.

Upon termination of the Terms and Conditions, or when it ends (for any reason whatsoever), Supplier shall immediately cease any processing of Atos Personal Data and, in accordance with Atos' instructions, shall reconstitute by any appropriate means agreed with Atos and/or delete, destroy or otherwise erase from all its systems any Atos Personal Data no later than two (2) weeks after termination or end of this Terms and Conditions and provide a statement confirming such deletion, destruction or erasure has been effected.

Failure to comply with all terms and provisions agreed in this Article gives the right to ATOS to request, at any time and at its sole discretion, the immediate termination of the specific Order, pursuant to Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

13. EXPORT CONTROL

ATOS's obligation to adhere to this document is subject to the absence of impediments arising from national law or international law relating to exports or measures of embargo or to any other sanctions. If, during the performance, impediments arise, under any applicable law, ATOS will have the right to immediately terminate the business relationship by giving written notice to the Supplier. For all the possibilities above, in any case, any responsibility by ATOS for any damages whatsoever is excluded, including, without limitation, consequential damages, lost profits, direct or indirect, interruption of production, etc.

The Supplier undertakes to comply with all applicable laws regarding the export, export control, customs ("Regulations on International Trade"), applicable to the provision of products and services covered by these Terms and Conditions and related Orders and, therefore, undertakes to obtain all necessary export licenses, unless such obligation, pursuant to the Regulations of International Trade, is charged to the Customer or any third party, other than the Supplier itself.

The Supplier shall provide the Customer in writing, without delay and in any event no later than 2 weeks prior to the Delivery Date, any information necessary for the Customer to comply with the requirements of the International Trade Regulations applicable in relation to the nations from which the import arrives or to which the export or re-export, in case of resale, is directed.

In any case, the Supplier will submit to the Customer, for all Products and Services provided:

- The "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN), and
- the "Export List Number" (Appendix 1 of EU Regulation 1334/2000 *et seq.*) applicable in this case, and the Customs Code in force according to the statistical classification of goods, and the HS (Harmonized System) code,
- the country of origin (non-preferential origin), and
- at the request of Customer: the declaration of the Supplier for the preferential origin (in the case of European suppliers) or preferential certificate (in case of non-European suppliers); (for all the above references, the following: "Export Control and Foreign Trade Data").

In case of any change in the origin and/or the characteristics of the Product and Service provided and/or the applicable Regulations of International Trade, the Supplier will update the Customer with the Export Control Data and Foreign Trade Data in writing, without delay and in any case no later than two weeks before the date of delivery. The Supplier will be responsible for any charges and/or damage suffered by the Customer due to missing or inaccurate data Export Control and Foreign Trade Data.

14. TRADEMARKS/INTELLECTUAL PROPERTY

Note: this article will find application only in relation to Services which generate as a result of intellectual property rights or that involve the use of those of ATOS. Conversely it will not for all those cases where the services provided by the supplier shall not determine the creation of IPRs (intellectual property rights), or do not involve the use of those owned by ATOS.

14.1. The Supplier undertakes not to use the trademarks used by ATOS, without the prior written consent of the same and also in relation to products, promotions or various publications.

14.2. By virtue of the high degree of technical integration that is required between the Parties under a specific Order on the implementation of a product, even as a result of the provision of a service, to qualify as indistinguishable and inseparable contributions under Article 10, paragraph 1, Law of April 22, 1941, n. 633 on copyright, the Parties shall be considered as co-creators of the Product.

Therefore, the intellectual property rights for the Product, subject to a specific Order, will be assigned to both by common title.

It is further understood between the Parties that, again with reference to the intellectual property rights for the Product, the Supplier waives effective immediately its rights with respect to publication, modification and use by ATOS, its successors and any other person authorized for this purpose. In particular, it is expressly permitted to ATOS, its successors and all other persons authorized, to make any modifications, adaptations and translations of the Product, at any time and at its sole discretion.

With reference to each Product, subject to any specific Order, the Supplier assigns ATOS the integral, free and exclusive ownership of all economic rights related to the intellectual property.

Therefore, with respect to such products, even after the conclusion of the performance of each specific Order, the Supplier does not own, either explicitly or implicitly, any right or license to publish, to reproduce, distribute copies of, as well as to prepare derivative works from, make available to third parties, or to operate, or in any way make use of any product, material or technology prepared or readied for the manufacture of the Products commissioned by ATOS. Excepted from this restriction are any pre-existing goods, as defined below and specified in this article, on which the Supplier owns the intellectual property or other derivative title.

The Supplier undertakes to grant to ATOS and/or other third parties designated by ATOS all the assistance necessary to obtain, on behalf and in the interest of ATOS, in any geographic area and/or state, copyrights, registrations or other forms protection for the Products. Where such assistance involves expenditure for the Supplier, ATOS shall refund it, upon presentation of proper, valid and appropriate supporting documentation.

It is understood that, for the manufacture of the Products and/or for the provision of the Services, the Supplier is permitted to use, by way of example and not exhaustively, software programs, specific technical and functional software, know-how, technology, etc., of which it already has the intellectual property or other derivative title (hereinafter called "Pre-existing Goods") and in respect of which ATOS recognizes the intellectual property or other derivative rights of the Supplier and/or its licensors.

However, with respect to such Pre-existing Goods, the Supplier, with the signing of these Terms and Conditions, expressly acknowledges and warrants to ATOS:

- 1) that it has legitimate ownership and the free availability of the relevant intellectual property rights;
- 2) that, therefore, the rightful ownership to and modify them to the extent that such Pre-existing Goods are related and/or connected to the creation of products and the provision of the Services.
- 3) that it, therefore, has the legitimate ownership and right to allow ATOS to use, execute, reproduce, display, and employ such Pre-existing Goods, to the extent necessary for the accomplishment of the specific Order, as well as handing out copies (internally and externally); it is also expressly permitted to ATOS to authorize other third parties to execute, in whole or in part, the above mentioned activities.

With reference to licenses and sublicenses (right to use and right to sub-use) granted by the Supplier to ATOS and other software programs, if any, owned by third parties embodied in the software programs subject of the mentioned license and sublicenses to use, the Supplier acknowledges and warrants to have the legitimate ownership and right to grant the same licenses and sublicenses in favor of ATOS and its final Customers.

With reference to these Licenses and Sublicenses and rights to modify included therein, the Parties acknowledge that the intellectual property of any new software program developed solely by ATOS on the basis of software that are subject to the Licenses and Sublicenses, ATOS will remain the sole owner of intellectual property rights and rights of economic use of these new software programs as their author.

Failure to comply with all terms and provisions agreed in this Article gives the right to ATOS to request, at any time and at its sole discretion, the immediate termination of the specific Order, pursuant to Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

15. PROHIBITION ON TRANSFER OR ASSIGNMENT

It is forbidden for the Supplier to assign or transfer to third parties, in whole or in part, these terms and Conditions and any Order issued under the same, as well as any rights or obligations arising from the contractual relationship with ATOS, under penalty of immediate resolution of the specific Order pursuant to the effects mentioned in Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE. It is likewise understood that ATOS shall have the right at any time to transfer to other ATOS Group companies each specific Order accepting this the Supplier effective immediately.

16. PROHIBITION ON SUBCONTRACTORS

It is absolutely forbidden to the Supplier to subcontract, in whole or in part, the performance of the services ordered, under penalty of immediate termination of the specific Order within the meaning and for the purposes set out in Article 18 TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE.

17. INCOMPATIBLE OBLIGATIONS WITH THE TERMS AND CONDITIONS

The Supplier undertakes do not assume obligations in any manner or form incompatible with all the clauses set forth in these Terms and Conditions.

18. TERMINATION CLAUSE AND RIGHT OF EARLY TERMINATION FOR CONVENIENCE

18.1 The failure by the Supplier of even one of the obligations set forth in Articles. 1.3., 2.1.1.5., 3., 4.1., 4.3, 8., 9., 10., 11., 12., 13., 14., 15., 16., 17., 18., 19. of these Terms and Conditions, constitutes a serious breach and

justifies ATOS's recourse to the remedy of immediate resolution for breach of the specific Order and in the case of Article 8. And Article 12. also of these Terms and Conditions pursuant to art. 1456 of the Civil Code, , save the right of ATOS to request compensation for any damage resulting from this failure, and to request an indemnification equal to the greater price paid to a third supplier engaged on the performance of the services and to withhold this indemnification from payment due to Supplier.

18.2 These Terms and Conditions and any specific Order must be deemed also terminated pursuant to Art. 1456 of the Civil Code in the following cases:

- If the Supplier is declared insolvent, bankrupt or is subject to receivership, or to some similar process, or is subject to criminal proceedings;
- If the Supplier for any reason must bring or suffer modifications to its organization such as to decrease the financial or technical warranties.

18.3 ATOS has the right to terminate for convenience at any time, at its sole discretion, all or any of the Contracts or Orders issued towards the Supplier, upon written notice, by registered mail, with a notice of at least 30 (thirty) days. It is understood that the Supplier shall not terminate for convenience these Terms and Conditions nor any Order under the penalty of the termination under Article 1456 of the Civil Code of the specific Order.

18.4 In any case of termination as provided for in the preceding Articles. 18.1, 18.2, 18.3:

- The Supplier hereby undertakes to hold ATOS harmless and indemnified from any claim for compensation, for any reason given in reference to section 18.1 and 18.2 of these Terms and Conditions;
- in the event of termination of Orders relating to the supply of Services and/or the development of Products, ATOS will pay the Supplier only the amounts for work performed with the express exclusion, in derogation from Article. 1671 of the Civil Code, of any other loss of income provided that, in any case, the the part of the Products made are not in dispute and are regularly tested and accepted by the final Customer;
- The Supplier undertakes peremptorily to return to ATOS, at its request, all the fees received for services successfully claimed by the Customer as a result of a final legal judgment;
- The Supplier undertakes peremptorily to return at its own expense, the materials owned by ATOS and/or the final Customer that may still be located at its premises;
- The Supplier undertakes to hold ATOS harmless and indemnified from any claim for damages, penalties, compensation, or requests by the final Customer or by any third party in relation to the activities provided by the Supplier;
- It is also understood that ATOS will have the right to request an indemnification equal to the greater price paid to a third supplier engaged on the performance of the services and to withhold this indemnification from payment due to Supplier.

18.5 It is understood that the responsibility for any breach by ATOS will be limited to the price of the specific Order.

18.6 It is understood that the Supplier shall not be entitled to suspend performance of the services in the absence of express authorization by ATOS. Therefore, if the Supplier unilaterally suspends the performance of services in the absence of prior authorization by ATOS, the same shall be entitled to terminate these Terms and Conditions and any specific Order pursuant to and by effect of Art. 1456 of the Civil Code, as well as to request an indemnification equal to the greater price paid to a third supplier engaged on the performance of the services and to withhold this indemnification from payment due to Supplier.

19. TAXES

Taxes and duties of any kind will be borne by the Supplier, with the exception of those that, by law, are to be borne by ATOS in the role of customer/sub-customer as well as principal and/or sub-principal.

20. EXCLUSIVE JURISIDCTION/APPLICABLE LAW AND REGULATIONS

Should a dispute arise between the Parties in connection with these Terms and Conditions and the related Orders, they will make an attempt at amicable settlement of the dispute. Either Party may request that they be involved in the negotiations by their respective Heads in the area of business involved.

It is understood that if no agreement can be reached within thirty (30) days from the date of dispatch of the notice by which the diligent Party has declared its intention to bring the above attempt at reconciliation, each Party shall have the right to appeal to the mode of settlement of disputes referred to in the following paragraph.

Any dispute concerning the validity, performance and the interpretation of these Terms and Conditions and of any particular Order will be settled under Italian jurisdiction and referred exclusively to the Court of Milan.

These Terms and Conditions and the related Orders are governed exclusively by Italian law, with particular reference to the governed subject, in all matters not expressly provided for or waived by these Terms and Conditions and/or the specific Order, by the provisions of the Civil Code for contracts and the current legislation on intellectual property.

21. ENFORCEABILITY OF THESE TERMS AND CONDITIONS TO SUCCESSORS AND ASSIGNEES

These Terms and Conditions and any obligation included shall bind the Parties jointly and severally and also their successors and assignees both generally and specifically. Each Party shall give to the other timely notice, by registered mail, if in the course of the relationship there is any change in any way to its name or its business organization or structure.

22. EFFECTIVE DATE AND DURATION OF THE TERMS AND CONDITIONS

These Terms and Conditions will be valid equal to the period of validity of the Orders, which are an integral part of it. At the end of that period, the same shall cease for all purposes, except:

- a) Some specific clauses that for their nature will have effectiveness beyond the expiration date of the Order (see for instance art. 2.1.1.6) or in any case whereas expressly or implicitly provided, or
- b) in the case of an extension that may be required by ATOS and which the Supplier hereby accepts.

23. GENERAL PROVISIONS

23.1 The contractual relationship between the Parties is governed by the following documents listed below:

1. the Order;
2. the technical documentation;
3. The specific conditions approved in writing by ATOS “Specific Conditions”;
4. these Terms and Conditions;
5. The Supplier’s Offer only to the extent it has been expressly mentioned in the Purchase Order and exclusively for the provisions that are not inconsistent, directly or indirectly, with the ones contained in ATOS General Conditions.

In case of conflict between the provisions contained in the documents listed above, the provisions contained in the first-numbered document(s) above will govern.

However, if ATOS and the Supplier have signed previously a Framework Agreement and / or any other specific Agreement that is still in force, the terms and conditions set forth in this Framework Agreement and / or any other specific Agreement will prevail over these Terms and Conditions, unless there is explicit exception provided for in the Order or in the above specific Conditions.

23.2. With the documents listed above, the Parties intend to manage their relationships, with respect to the subject governed by them. These documents are therefore the entire manifestation of the agreements reached between the Parties regarding its subject matter and supersede and prevail over any other previous agreements, whether

verbal or written, which might have taken place between the Parties concerning the same subject matter. Any amendments or repeals shall therefore not be binding unless agreed in advance and in writing by the Parties.

Milano, lì

Atos Italia S.p.A.

The Supplier

Declaration of Specific Approval

The Supplier declares to have detailed knowledge and expressly approves pursuant to and for the purposes of Articles 1341 and 1342, Civil Code, the following clauses of these General Terms and Conditions: 1. Acknowledgements and governing of the terms and conditions, 2. Subject of the terms and conditions 3. Price, 4. Payment and invoicing, 5. Performance period/penalties, 7. Warranties and Responsibilities of the Supplier, 8. Supplier's Obligation to its Own Employees(sa)/Workplace Safety, 9. Supplier's Obligations to Track Cash Flows – Law of August 13, 2010 no. 136 art. 3, 10. Corporate Responsibility for Supply Chain/Compliance with Law, 11. Confidentiality, 12. Treatment of personal data 14. Trademarks/Intellectual Property, 15. Prohibition on Transfer or Assignment 16. Prohibition on subcontractors, 18. Termination Clause and Right of Early Termination for Convenience, 20. Exclusive Jurisdiction/Applicable Law and Regulations, 22. Effective Date and Duration of the Terms and Conditions. The Parties mutually acknowledge that these Terms and Conditions are in any case subject to negotiation.

Milano, lì

The Supplier
