

GENERAL TERMS

1) These GENERAL TERMS OF SALE, LICENSE AND SERVICE PROVIDING, hereinafter also the "GCS", govern the contractual relationship resulting from acceptance by Urbana Smart Solutions S.r.l. (hereinafter "Urbana") with its registered office in via Bruno Maderna 7 int. 4 Mestre (Venice) Italy P.IVA 04543920278, of the customer order proposal (the "Customer"). The execution of the order is subject to the acceptance of these GCS by the Customer, who must read them.

Urbana's application of these GCS is mentioned in all the order confirmations sent by the latter to its Customers.

The execution of the contract will be considered as tacit acceptance of these GCS, provided that the Customer has not expressly contested the contents in writing, prior to the execution itself.

In the event that the products (the "Products") supplied to the Customer subsequently exported by them, it will be the Customer's responsibility to obtain, at his own expense, all the necessary licenses and authorizations, also complying with the rules relating to exports between Italy and the country of destination.

Terms that contradict these GCS or deviate from or supplement them in any way, must be expressly in writing on Urbana's letterhead and countersigned by both parties or will be considered invalid and not applicable. In the event of a conflict of interpretation, the discipline contained in the GCS will prevail.

Urbana reserves the right to modify, at its sole discretion, its GCS. The most updated version of the same will be attached to the order confirmation.

The order is intended as an irrevocable purchase proposal, while it must be considered accepted by Urbana only following confirmation of the order or fulfilment of the order itself.

Acceptance of these GCS shall be considered executed by the Customer from the date of receipt of the order by Urbana.

2) ORDER PROCEDURES

Any Urbana offer, unless expressly derogated in writing in the offer itself, have a maximum validity of 30 days from the issuance of the offer. After the deadline, the offer will automatically lapse.

All orders must be sent in writing and complete in every part necessary for the correct identification of the requested Products. Any telephone or verbal orders will be considered valid as confirmed to the Customer.

The Customer may request the cancellation or modification of the order only before the execution of the same, by written communication.

Urbana has the right to not accept changes or cancellations of the order in relation to the progress of the order. To take effect, the changes and cancellation must be expressly accepted by Urbana.

3) PRICES AND PAYMENT CONDITIONS

Payments must be made according to the methods and terms indicated in the order confirmation. Prices do not include taxes, duties, shipping costs, insurance, customer training, after-sales service, unless these items are expressly provided for in the offer.

The prices applied to the order will be those in force at the time of acceptance of the Order itself or the different ones, specifically agreed.

Payments must be made within the established terms, even in the event of delayed delivery or total / partial

loss of the goods not attributable to Urbana. In the event of deferred payments, failure to pay a single due date entails the payment of the balance of the other due dates pursuant to art. 1186 c.c.

Bank checks and receipts are considered payments made only for the relevant good purpose of the same.

In the event that payments are not made within the agreed timeframe, from the day following the expiry of the deadline for payment, the arrears interest will be charged on the consideration due, without need of formal notice, pursuant to Legislative Decree 231 of 9 October 2002, as last amended by Legislative Decree 192/2012.

Urbana, in case of delay in the fulfilment by the Customer, shall have the right to:

- suspend all or part of the execution of orders in progress on the date of default;
- revoke the agreed payment terms, thus making all the Customer's credits immediately due.

Urbana, within the limits of what is allowed by the system, reserves the right to request compensation for any further damage, as well as the reimbursement of any costs or expenses incurred for the recovery of your credit, including legal fees. In the event of any delay in payment of the consideration, all the sums due at that time by the Customer to Urbana, also in relation to other supplies, will become immediately payable for the whole, being understood as having been revoked any delay of payment granted by Urbana.

Payments must be made in Euros; other currencies may be agreed in writing between the parties, within the limits permitted by the law.

PART I GENERAL CONDITIONS APPLICABLE TO SALE

4) DELIVERY, TRANSFER OF RISK AND PROPERTY

Delivery of Products shall be EX WORKS Mestre-Venice (Italy) (EXW Mestre-Venice (Italy) - Incoterms 2010). Delivery terms start from the day of acceptance of the order by Urbana but do not have an essential character. The Products are transported at the sole risk of the Customer, unless otherwise agreed in the offer; delivery will be understood as having occurred, without exception, with the delivery of the Products to the carrier. All risks for damage and loss of the Products are exclusively borne by the Customer from the moment of delivery or from the notice of withdrawal, in the event that the Customer takes care of it with his own means.

Any request, complaint and / or action relating to transport must be brought by the customer against the carrier. Any eventual damage suffered by the Products or their loss, as well as their possible loss, does not exonerate the Customer from paying the established price.

Urbana shall not be not responsible for any delays in delivery in case of:

- force majeure or extraordinary events, shortage of raw materials, restriction of energy sources;
- delays attributable to the Customer, in particular for the failure or late communication of data essential for the fulfilment of the order;
- failure to comply with the payment conditions, pursuant to art. 1460 and 1461 c.c.

The delays attributable to Urbana will only give rise to compensation if they exceed 90 days, up to a maximum amount equal to 30% of the value of the supply.

The Customer must also take delivery of the Products in the case of partial or subsequent deliveries on the agreed date. All expenses generated by the failure to

collect the goods will be borne by the same.

In the event of changes to the order, which have been agreed by the parties pursuant to these Conditions of Sale, the delivery time will be automatically extended by the time necessary for the execution of the order as modified.

5) LIABILITY AND REPORTING OF DEFECTS

The Customer is required to examine the Products received accurately at the time of delivery and to communicate in writing to Urbana, within 8 (eight) days, any defects found - or verifiable - at the outcome of this examination, or to propose any other complaint in relation to the products. In the event that the Customer does not carry out the communication referred to above, the Products will be considered definitively accepted and in compliance with the requirements of the order, without prejudice to the possibility, which can be experienced within and not later than 1 (one) year from delivery, to assert any non-apparent defects, provided that the related report was made within 8 (eight) days of their discovery (in accordance with the provisions of article 1495 of the Italian civil code).

The complaint must be made in writing and addressed to Urbana. The complaint must indicate all the data necessary to trace the shipment: order number, delivery note, invoice etc. Urbana, at its sole discretion and in relation to the status and type of the Products, may:

- supply the missing Products in case of error on the quantity;
- repair / replace the spoiled Products;
- grant discounts on future supplies;
- issue a credit note and order the collection of the goods.

The Customer must refuse the delivery by the carrier of packages with damaged packaging and must, in this regard, immediately inform Urbana of the incident; otherwise, the Products delivered will be considered accepted in full in the state in which they are at that moment.

Any claim or dispute beyond the terms expressly indicated in the GCS will not be taken into consideration and the Products will be deemed compliant in every respect.

6) WARRANTY

Urbana guarantees that the supply is: compliant with the order specifications, complies with current rules and regulations, and free from defects.

The warranty on the product supplied has a duration of 2 (two) years and starts from the date of receipt of the goods, except for further warranty extensions.

The warranty does not apply in the event of tampering with the Products, deterioration for reasons not attributable to Urbana, use of the Products outside the usual limits of use or established by specific rules or indicated in the technical documentation delivered by Urbana. The non-functioning of the overall system in which the Products are inserted will not entail Urbana's responsibility.

7) RETURNS OF URBANA PRODUCTS

No return of Products will be allowed without Urbana's prior written consent, except as established in the previous paragraph "Guarantees".

After receiving Urbana's written approval for the return, to be entitled to a refund, the Customer must return the Products according to the following conditions:

1. The Products had not been used (in case of incorrect purchase by the Customer) and must be returned in the same conditions in which the Customer received them;

2. The return must take place within 8 (eight) days from the date of the return authorization;
3. Even if the packaging of the Product is intact, a fixed contribution will still be applied for the return management costs in the amount that will be communicated by Urbana;
4. The items are returned to Urbana at the customer's expense and risk. The products to be returned to Urbana must be properly packaged (using the original packaging STRICTLY and STRICTLY, under penalty of being charged to the customer for the entire purchase amount of the goods) and shipped to Urbana Smart Solutions Srl, Via Bruno Maderna 7, 30174, Venice.

PART II

GENERAL CONDITIONS APPLICABLE TO THE LICENSE AND SERVICE PROVIDING

8) DEFINITIONS

For the purposes of these GCS, the terms below have the following meaning:

- Source code: the source code is the text of a program written in a programming language. The source code must be properly processed to become an executable program; this processing is necessary to achieve the execution of the program.
- Hardware: the complex of technical, mechanical, electrical and electronic equipment of a data processor system (personal computer) on which the software is installed and through which the Software is used;
- Maintenance: maintenance and updating services of the software equipment indicated in more detail in the single order or in these GCS;
- SaaS mode (Software-as-a-Service): it is an architectural model for the provision of IT services which provides for the possibility that the software remains installed on an IT platform belonging to Urbana which provides all the operations necessary for its operation in favour of the Customer. In this case, the architectural model provides that the processing and application technology, hardware and software, is managed centrally by a service provider;
- SotS (Software-one-time-service) mode: one-off service mode.
- Assistance services: activity, in any form, provided by Urbana to assist the customer in carrying out the realization of the product supplied;
- Software: organized and structured set of instructions in any form or on any medium capable, directly or indirectly, of executing or obtaining a particular result by means of an electronic information processing system;
- Storage medium: the media, fixed or mobile, on which the Program resides;
- Project manager: the person who will have the authority to represent the licensee respectively in all matters relating to the execution of the products supplied;
- Associated units: the video unit, workstations, personal computers, printers, peripherals, internal media;
- Use: the processing and use of the computer program.

9) SOFTWARE USE LICENSE

With regard to Software, Urbana grants the Customer a non-exclusive and non-transferable service license of the software of which it is the legitimate owner, to be used in remote connectivity, via internet, for the provision of the services referred to in these GCS.

The Software service is provided both with recurring service mode (defined SaaS - Software as a service) and one-off service mode (defined SotS- Software one time service).

The user license authorizes the Customer to carry out the following activities:

- a) use and view the Software only in the ways provided by the documentation provided with the Software and only for internal commercial use;
- b) use and display the Software through web visualiza-

tion software (browser);

c) use the Program for the number of Registered Users and in the manner indicated in the written agreement between the Parties;

Urbana allows you to use the Software exclusively for the duration of the services purchased and for this duration guarantees the updating of the Software.

10) SERVICE

In addition to the user license Urbana provides the Customer with the Maintenance and Assistance service which provides:

1. legal updates, on the licensed software only;
2. any new releases of the Software that Urbana will achieve over time by increasing and improving the software licensed for use as a service;
3. accommodation of any errors on the software licensed under the License through this contract detected by the Licensee and recognized as such at the discretion of the Licensor.

In the event of a request for services not listed, the Licensor reserves the right to provide the relative services upon subscription of a specific quote by the Licensee.

The Maintenance Service will be carried out as follows:

1. the maintenance service will be carried out in SaaS mode.
2. For the correction of errors that may be contained in the Software, the Customer undertakes to communicate in writing to Urbana the appropriate documentation of the malfunction found. Once acknowledged, at its sole discretion, the actual error, Urbana undertakes to perform the Maintenance Service by releasing information for the correction of the defect, or by releasing a temporary exclusion procedure, or by releasing a correct version of the Software.
3. Urbana will make available to the Customer any new versions of the Software following changes in the law that induce changes in the processing operation.
4. Implementations and improvements are made and inserted on the Software at Urbana's discretion and unquestionable judgment.
5. Updates will be made at set deadlines (at Urbana's unquestionable judgment).
6. The Maintenance Service does not include the correction of malfunctions due to improper use of the Software by the Customer or his staff.

11) SOFTWARE PROPERTY

Urbana owns the original software and all copies regardless of the medium used or the form.

All registered and unregistered trademarks, as any and all distinctive signs or denominations affixed to the program and the related documentation, remain the property of Urbana, without deriving any right to the Customer from them. The Customer undertakes not to destroy, alter or move these brands, distinctive signs and names and undertakes to reproduce them on the back up copies.
- Source Codes

The User License does not grant any rights on the original source code. All the techniques, algorithms and procedures contained in the software and in the related documentation are information protected by copyright and owned by Urbana, therefore, they cannot be used in any way by the Customer for purposes other than those indicated in these GCS.

In the event that Urbana will be no longer able to provide its services or ceases its activity, Urbana will provide the detail of the coding of the communication protocol of each device so that it can be used by another supplier with the same standards connectivity.

12) DURATION OF THE LICENSE OF USE

The SaaS License Agreement is effective from the test date and will remain in force for a duration of 2 (two) years.

Upon expiry, the contract will be considered tacitly renewed for a further 2 (two) years, unless canceled to be communicated from one side to the other by registered letter with return at least 90 (ninety) days before the contract expires.

The License Agreement for use in SotS mode starts from the test date and will remain in force for the entire duration of operation of the installed field devices, which will be defined in the sales order.

13) OBLIGATION AND RESPONSIBILITIES

The Licensed Software fully corresponds to the requests provided by the Customer in its Order as confirmed by Urbana.

Urbana undertakes to correct and eliminate the defects and discrepancies, even occurring, found and reported by the Customer for the period of 1 (one) year from the Software delivery to the Customer, without burdening the Customer with additional expenses.

For this scope Urbana undertakes to intervene for the prompt resolution of the problem, or to send a reasoned written reply, no later than 30 working days from the request for intervention forwarded by the Customer also by fax or e-mail.

The Customer undertakes for himself and his employees, consultants and agents, who have access to the Software, to take all suitable and necessary measures to guarantee the confidentiality of the Software and the related documentation and undertakes not to allow third parties to use it even occasional, the extraction of even partial copies, as well as the consultation. Access to the Service is permitted through the use of an identification code (UserID) and a keyword (password) assigned to the Customer by Urbana and communicated to the same by e-mail to the reference e-mail address indicated when ordering.

The Customer is required to keep and use the aforementioned codes with the utmost diligence and confidentiality, to change the password at least once every 6 month for reasons of security, to not transfer the management codes to third parties, thus responding to their safekeeping. In this regard, the Customer acknowledges and agrees that third party knowledge of the aforementioned codes could enable them the improper use of the service made payable to him.

The Customer acknowledges that he will be held responsible for any damage caused to Urbana and / or to third parties by the knowledge, or by the use, of the password and / or UserID by third parties, also in dependence on the failure to comply with the above provisions. The Customer also undertakes to immediately notify Urbana in writing of any theft, loss or loss or appropriation for any reason by third parties of the aforementioned codes. The Customer assumes as of now any responsibility for direct and indirect damage caused to its data, to Urbana and / or to third parties as a consequence of the failure to comply with the above. The Customer is obliged not to use the Licensed Software for illegal purposes, for illegal acts, violation of national and international regulations, rules, laws or ordinances, to upload or transmit viruses or any other type of malicious code that will or could be used to modify the functioning of the Service. Urbana reserves the right to stop using the service in case of violation of any of the prohibited uses.

Urbana is not responsible for any damage caused to things or persons due to the faulty functioning of the installed equipment or software, not attributable to its intervention and in event of maintenance carried out by unauthorized third parties.

In event of interruptions in the operation of the system or of the single equipment, subsequent to the maintenance intervention, Urbana, except for willful misconduct or gross negligence, shall not be liable for any loss of the Customer or third parties, including but not limited to profit, terminated, expenses for restoration of activities, third party liability, loss of business. The Customer undertakes to verify that the IT and Hardware IT structures necessary for the connection for the use of the Software meet the minimum requirements indicated by Urbana.

The Licensee is held responsible for the management of everything that is placed against him in relation to:

- have Personal Computers on the network or disconnected from each other for connection to the services made available;
- have the communication line necessary for connection to the network infrastructure defined in the system commissioning phase;
- manage the related contracts and bear the costs with an Internet Provider of connectivity and internet access services;
- take advantage of the training courses, made available to Urbana, regulated by separate contracts and not, to allow people to use the services functionally;
- loading of own data, coding and parameterization of programs, for use according to your specific needs.

Urbana undertakes to make available to the Customer, in addition to the Licensed Software as a service, the new versions of the Software, the modifications, the updates, the improvements and the relative technical support interventions for the installation and the resolution of technical problems that will be better specified in the order relating to maintenance services.

In case of not-renewal of the license, for whatever reason it occurs, Urbana undertakes to guarantee the functionality of the Software for a period of 5 years from its initial activation. The update will be limited to the version used at the time of activation.

Urbana is not responsible for any damage caused to things or persons due to the faulty functioning of the equipment or software installed, not attributable to its intervention, in the event of maintenance carried out by unauthorized third parties. It is liable for damage caused or suffered by its technical staff during maintenance or assistance with the Client.

In the event of interruptions in the operation of the system or of the single equipment, subsequent to the maintenance intervention, Urbana, except for willful misconduct or gross negligence, is not liable for any loss of the Customer or third parties, including but not limited to profit, terminated, expenses for restoration of activities, third party liability, loss of business.

14) WARRANTY

Urbana guarantees the Customer against all possible third party claims concerning copyright claims on the Software.

Urbana cannot, however, be held responsible for any type of damage related to the Software resulting from fortuitous event or force majeure and does not provide any guarantee for them.

Urbana guarantees that the software will be in perfect operating condition when it is installed and loaded. The guarantee provided is conditional on the correct operation of the machines and the related system program in use by the Customer or third-party users, as well as on the correct use of the system by the same. Urbana undertakes for 2 (two) months following the test date, to intervene and make the necessary adjustments in the event of any operating defects, only in the event that these malfunctions are not a consequence of failure to comply with the rules indicated in the documentation of use and the incorrect use of the Software by the Customer.

Urbana shall not be liable for disservices and / or damages caused by the use of the Software covered by this contract in the event of:

- a) tampering or interventions that compromise the correct functioning of the Software by Customer personnel or by third parties not authorized by Urbana;
 - b) incorrect use of the Software by the Customer or by operators or third users authorized by the Customer;
 - c) irregular functioning of Hardware or Software used by the Customer, whose maintenance is not performed directly by Urbana;
 - d) use by the Customer of Hardware or Software indispensable for the development and use of the developed software not supplied and / or recommended by Urbana, and without the necessary approvals and / or licenses;
 - e) total or partial interruption of the local access service or termination of the call provided by the telecommunication operator and / or the internet network;
 - f) non-compliance, breaches and violations of the law attributable to the Licensee, such as, by way of example, but not limited to, violations of the GDPR.
- It is also understood that any changes made directly by the Customer to the Software will result in the immediate termination of any guarantee by Urbana.

15) PAYMENTS

The payments for the SaaS license are annual and must be made within the activation of the license, unless otherwise agreed in the offer and in the order.

The payments for the license for use in SotS mode are paid as a one-off payment and must be made within the activation of the license, unless otherwise agreed in the offer and in the order.

In the event of missed or delayed payment by Customer, Urbana is immediately entitled to suspend the updating of the Software and the maintenance and assistance services.

PART III COMMON PROVISIONS

16) CONFIDENTIALITY

The terms and conditions, together with any other information explicitly defined as "confidential" and provided to the Customer, are confidential and will not be disclosed, orally or in writing, by the Customer to third parties without Urbana's prior written consent.

Urbana declares that its hardware and software systems contain confidential information of confidential value; the Customer undertakes to protect the data and information with which he will come into contact with at least the same degree of care and confidentiality, but in any case with care not inferior to the ordinary one, which he uses for his own information that he does not wish to reveal to the public.

Urbana has the right to transmit data or information to subjects delegated by it and communicate them exclusively within the scope of the service rendered, subject to the signing by said subjects of a data confidentiality commitment.

The data will be processed for the entire duration of the existing contractual relationship, as well as subsequently, for the fulfillment of legal obligations and for the purposes related to the execution of the contract.

17) DATA PROTECTION

The parties acknowledge that personal data will be processed by observing suitable security measures to guarantee the confidentiality and confidentiality of the data.

Urbana undertakes to maintain the strictest confidentiality with regard to any information and / or data

concerning the Client's business and industrial secrets of which it becomes aware in the execution of this contract, and also undertakes to guarantee the exact compliance with this obligation of secrecy by its employees, consultants and collaborators.

The parties mutually agree that, if one of them breaches one of the confidentiality obligations, the other party could incur irreparable damage, therefore, both undertake to respect and make their employees respect the confidentiality obligation on all information, data, documentation and news, in any form provided, which are deemed confidential and not aimed at public disclosure.

If the dissemination of material or information deemed confidential to third parties has been caused by acts or facts directly attributable to the parties and / or their employees and / or suppliers, the manager will be required to compensate the other party for any damage related to the violation of the obligation of confidentiality.

The confidentiality obligation will be in force even after the termination of the contract and in any case until the confidential information become public. For the purposes of the data protection legislation, Urbana does not object to being possibly appointed "Data Processor" of the Customer's data necessary for the purposes of the maintenance service that may have been carried out: in this regard, it declares as of now that in this hypothesis it will scrupulously observe attention to the instructions contained in the relative act of designation.

It is understood that the appointment of Urbana as data controller will lapse in any case of termination of the relationship with the Customer, with effect from the date of such termination.

With reference to the treatment by Urbana of the customer's personal data or of the customer's staff and collected and processed by Urbana for contractual purposes and in its own ways, Urbana is responsible for the processing of the aforementioned data pursuant to the GDPR ("Customer Personal Data"). These will be processed by Urbana in accordance with the EU General Data Protection Regulation n. 619/2016 ("GDPR") and the contents of law 196/2003 as well as revised. With reference to the aforementioned data Urbana undertakes not to give communications to third parties and use them for purposes different from that connected with the implementation and management of the contract following the commercial scope contractually provided.

18) TERMINATION CLAUSE

Except for other law provisions, the contract will be terminated by law pursuant to and for the purposes of art. 1456 of the Italian Civil Code in case of non-fulfillment of one of the obligations set out in articles 3,4,6, 7, 13 and 15 of these GCS.

The termination shall be communicated by registered mail with return receipt. The termination will be effective from the day following the receipt of the termination notice.

Upon the effectiveness of the termination of this contract, the Customer will return to Urbana all copies of the Software in its possession or, if this is not possible, will destroy all of the above.

In event of early termination, the reimbursement of the amount already paid will be settled as follows:

- a) in the event of termination by Urbana, Urbana will reimburse the Customer for the fee that is no longer covered by maintenance;
- b) in the event of early termination by the Customer or determined by a violation by the Customer of the aforementioned items Urbana will not refund anything.

19) COMUNICAZIONI TRA PARTI

For the purposes of the execution of this contract, the parties elect their domicile at their registered office and, therefore, respectively

a) as regards Urbana:

Address: Via Bruno Maderna 7, 30174, Venice

Telephone: +39 041 2689294

e-mail: info@urbanasolutions.it

b) as regards the Customer at the address indicated in the order.

The communications sent by e-mail will have immediate effect; those sent by registered mail with return receipt will take effect upon receipt, or, if the registered letter confirms a previous communication by fax, at the time of shipment. The e-mail communications will have value only if followed by a confirmation email of receipt; each party undertakes to send the confirmation of receipt when the message was actually received.

The Parties shall promptly communicate, during the term of the contract, any change in their respective addresses. In case of failure to communicate the variation, all communications and / or notifications that will be made on the basis of the contact details indicated above will be fully effective and valid.

At the aforementioned addresses, or at those subsequently indicated, the parties elect their domicile, including that for the purpose of any judicial notifications, except as may be established by mandatory provisions contained in the Code of Civil Procedure.

20) APPLICABLE LAW

This contract is regulated by Italian law.

21) JURISDICTION

For any dispute relating to these GCS and to this contract, the Venice court will have exclusive jurisdiction.