



## Cutaway Solution s.r.l. Subscription Service Supply Agreement

Cutaway Solution Srl, CF: 08697460965 in the person of the legal representative pro-tempore, with its principal place of business located at MILANO (MI) VIA ANTONIO CECHOV 48 - 20151 (Cutaway Solution)

And

\_\_\_\_\_ (Customer)

Agree and enter into the following Agreement

### 1. DURATION OF THE AGREEMENT

This Agreement will be effective for 12 month from effective subscription date, and it will be tacitly renewed for the same period. Each party may withdraw before the deadline with 30 days written notice, which must be communicated to the other Party by pec.

### 2. OBJECT OF THE SERVICE SUPPLY AGREEMENT

Cutaway Solution Srl, undertakes to provides Customer Services in accordance with the terms, conditions and prices, defined below in price list section, present on the Cutaway Solution Web portal, configurable according to Customer's needs and to be considered an integral part of this agreement.

Cutaway Solution Srl, provides Customer a non-exclusive and limited to the time period set forth in this Agreement, permission to access and to use Cutaway Solution Srl online business Application to monitoring SAP systems, using Cloud Computing Technology.

With the purchase of the service offered by Cutaway Solution, Customer will monitor the state of its system collecting all informations on Cutaway Solution Cloud Service and analysing them Customer it will be able to increase and improve the efficiency of its IT system.

### 3. CUTAWAY SOLUTION OBLIGATIONS

a) In fulfilling its service, Cutaway Solution undertakes to provide the Service in accordance with the terms set forth in the Agreement, using the diligence of a good family man and professionalism according to the provisions of art. 1176 c.c.

b) Cutaway Solution will not be liable and will not be responsible in cases where unavailability will be caused by force majeure, government acts, floods, fires, earthquakes, riots, civil war,



terrorism, strikes, computer problems, telecommunications, provider of internet services, breakdowns or delays of the hosting structure that involve hardware, software or power supply systems, network intrusions or denial of service, in any case unavailability caused by circumstances outside the control of Cutaway Solution .

#### 4. CUSTOMER OBLIGATIONS and PROHIBITIONS

a) To be able to access the Service, Customer must have a server by location on Windows or Linux and is a Customer responsibility to download and install the Cutaway Solution Agent to connect to the Cloud Monitoring platform. Is a Customer responsibility to download and install the monitoring Agent; Customer is allowed to use the Agent only as a component of Cutaway Solution Application and for the duration of the Agreement. Is forbidden any other use, including co-de analysis and reverse engineering. In case of Agreement Termination, Customer undertakes to uninstall the Agent and all Agent Files from Customer system.

b) To be able to access the Service, Customer must have or procure an World Wide Web access directly or through devices that access web-based content. Customer must also provide all the necessary equipment to make such and maintain that connection to the World Wide Web. To be able to access the Service, Customer must have DSL, cable or other High speed Internet connection for the correct execution of the Service.

c) Customer undertakes to use the Service in a suitable manner and according to the instructions and warnings prepared by Cutaway Solution. Cutaway Solution will have no liability for loss, damage, claims, causes or other actions deriving from or in connection with improper use of the Service by Customer, users or employees, representatives or agents of Customer.

d) Customer is responsible for all activities that occur under the Customer's account. The Customer have the exclusive responsibility for the 1) accuracy, quality, integrity, legality, reliability and adequacy of all Customer Data; 2) keep a copy of all Customer Data provided to Cutaway Solution.; 3) designate specific users to access and use the Service on behalf of Customer; 4) ensure that users always use the Service in accordance with and in accordance with this Agreement and the manuals of Cutaway Solution, as each can be updated periodically by Cutaway Solution ; 5) prevent unauthorized access or use of the Service and promptly notify Cutaway Solution of any unauthorized use and, notwithstanding anything to the contrary in this Agreement, Cutaway Solution will have no liability for loss, damage, claims, causes or other actions deriving from or in connection with such unauthorized or improper use of the Service by Customer, Users or employees, representatives or agents of Customer; 6) comply with all



appli-cable laws; 7) not to cause disturbances, interruptions or take other actions that could adversely affect the Service; 8) be responsible for the payment of any service fees and any other fees or expenses of third parties, associated or incurred in connection with the access or use of the Ser-vice by Customer and / or its Users.

e) Customer acknowledges that he is solely responsible, and declares he raise from any responsibility Cutaway Solution for the content of any information he makes available through the Service and that Cutaway Solution does not, except as expressly stated in this document, monitor the use of the Service by Customer or of the Customer to examine the content that passes through it. Notwithstanding anything to the contrary in this Agreement, in no event shall Cutaway Solution be liable to Customer or any other third party for any error on the part of Customer to fulfil its responsibilities pursuant to this article and Cutaway Solution expressly disclaims any liability arising therefrom.

f) Customer agrees not to share user names and/or passwords with unauthorized users.

At the Agreement subscription Customer may decide for how many users will be authorized to use the service. The price of the service will therefore be commensurate with the number of users designate.

Customer undertakes not to : 1) copy, modify, transfer, adapt, translate, locate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, the Service or any part thereof of it for any purpose, including, without limitation, to create a competitive product or service; construct a product using ideas, features, functions or similar graphics of the Service; or copy ideas, features, functions or graphics of the Service; 2) create derivative works based on the Service or part of it or merge any of the aforementioned services with third-party software or services; 3) remove, obscure or alter any proprietary notice or label on the Software or any part of the Service; 4) transfer, lease, assign, sublicense, commit, rent, share, distribute or allow the inclusion of any privilege or encumbrance in the Service or Soft-ware or in some of its parts; 5) disclose the results of any performance, functional or other evaluation or benchmarking of the Software or Service. Customer undertakes not transfer any intellectual property of Cutaway Solution or confidential information, save the reports and other da-ta generated by the Service; 6) use the Software, the Service or any portion thereof to provide services to third parties or for the benefit of third parties as companies, subjects or any entities or any individual, without limitation, that markets, distributes or provides software or supply chain management services, in a similar field to the one in which Cutaway Solution operates; 7) create Internet "links" to or from the Service, or



"frames" or "mirrors" of any content that is part of the Service; 8) use, publish, transmit or introduce any device, software or routine that interferes or attempts to interfere with the operation of the Service or the Software; 9) allow access to the Software, the Service or part of it by third parties other than bound users a contract with the same Customer .

g) Customer undertakes not to allow third parties to keep the conducts indicated in point e) above.

The Customer is liable to Cutaway Solution for any breach of the terms of this Agreement by one of its authorized contractors to the same extent that the Customer would be liable based on the fact that he committed the same violation.

h) Customer will be responsible for the confidentiality and use of passwords and user names. Customer will also be responsible for all electronic communications entered through or under the user's identification and / or password, including those containing commercial information, account registration, account holder information, financial information, Data of the Customer and all other data of any type contained in the e-mails or otherwise entered electronically through the Service or under the Customer's account. Cutaway Solution will act as if all Electronic Communications sent by Customer were to comply with Applicable Law, and must have been sent by an Authorized User, and be authorized to rely on it for all purposes. Customer undertakes to immediately inform Cutaway Solution if he becomes aware of any loss or theft of a user's identification and/or passwords or any unauthorized use of the Service and / or identification and / or passwords used in connection therewith.

i) The Customer undertakes to comply with all applicable Laws in relation to the use of the Service, including, without limitation, those relating to privacy, Electronic Communications, export and antispam laws and must obtain all permits or licenses required for such compliance.

The Customer undertakes not send any illegal, harassing, defamatory, defamatory or threatening Electronic Communications from the Service.

## 5. FEES FOR THE SERVICE

Customer undertakes to pay as fees for the Service, the amounts indicated in the price list on the Cutaway Solution Web portal, as configured according to the types of users and the period of effectiveness of the contract, to be considered an integral part of this Agreement.

Additional Services. If and to the extent that the Customer acquires Additional Services as Seats and / or Modules, these additional items will be made compliant with the Term in force, with



proportional commissions for the remainder of the current Term and due to the invoice.

Subsequent orders and renewals. In the event that Customer and Cutaway Solution subsequently make future Agreement for Additional Seats, Support and / or additional Modules, the terms of this Agreement apply and such proposals will be automatically incorporated in this document with this reference.

Except as provided above, for all subsequent orders and renewals, commissions will be set at list prices generally applicable to Cutaway Solution Customers at the time of such order.

Billing. Cutaway Solution will bill the Customer in advance for the for the initial annual term duration and annually in advance for any further renewal term.

Payments for each service provided must be made within 30 days of the invoice date.

Taxes. Fees for all Services include any kind of local and state taxes and duties except for VAT (IVA).

VAT calculation will be performed automatically by the SAP web portal.

So the VAT amount must be invoiced and paid by the Customer unless the Customer provides Cutaway Solution with a tax exemption certificate authorized by the competent tax authority.

## 6. MODIFICATION OR DISCONTINUATION OF THE SERVICE.

Cutaway Solution reserves the right at any time and from time to time to modify, temporarily or permanently, the Service, or part of it. In the event that Cutaway Solution modifies the Service in a way that removes or disables a feature or functionality on which the Customer materially relies, Cutaway Solution at the Customer's request, will use reasonable efforts to substantially restore this functionality Customer. In the event that Cutaway Solution is unable to restore substantially this functionality, the Customer will have the right to terminate this Agreement and receive a pro-rata refund of the fees paid below for the terminated part of the Term. The Customer acknowledges that Cutaway Solution reserves the right to terminate the offer of the Service at the end of the Customer's Term of Agreement. Customer agrees that Cutaway Solution will not be liable to the Customer or third parties for any modification of the Service as described below.

## 7. TERMINATION

The terms indicated in Art. 5 above are to be considered essential.

In the event Customer makes breach of contract's obligations, according to the provisions of art. 1460 c.c., in the event that Customer does not comply with the payment terms set forth in this Agreement, Cutaway Solution may withdraw from this Agreement by 15 days written notice



without need for further notice, or alternatively, it will have the right to suspend the service immediately until payment is made.

In the event that Cutaway Solution suspends the service due to non-payment or incorrect payment of the service, for the reactivation of the Service, Customer will have to pay all amounts due to the end of the contract.

In the event of Termination, Cutaway Solution be entitled to payment of the Prices for services regularly performed to the date of withdrawal and the reimbursement of the expenses incurred due to the Agreement.

In this case Cutaway Solution in addition to payment of the fee for the service provided up to the Termination of Agreement and invoiced until the communication of the Termination, will be entitled to payment of legal interests, in addition to compensation for further damage .

In the event of Termination, Parties agrees Cutaway Solution will deactivate immediately the Customer's account and subsequently in a period of maximum 15 days Cutaway Solution can delete the account of the Customer.

However, in the event of termination of that Agreement Cutaway Solution will grant the Customer limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer data, provided Customer has paid in full amounts owed to Cutaway Solution .

Customer also agrees that Cutaway Solution will not be liable in response to the Customer nor to Third Parties for any termination of Customer access to the Service .

#### 8. WARRANTIES AND EXCLUSIONS OF LIABILITY.

Cutaway Solution, in providing this service, declares and warrants using the diligence of a good family man and professionalism according to the provisions of art. 1176 c.c.

Cutaway Solution declares and warrants to be the holder of any right necessary to provide the Service covered by the Agreement the Service will work in accordance with the marketing materials and system documentation of Cutaway Solution provided or made available to Customer.

The warranties provided in this Art. 8 applies exclusively for Customer and are not intended to be extended to Third Parties. Cutaway Solution will not responsible for non-compliance with its obligations above to the extent caused by hardware and software not owned or operated by Cutaway Solution, including Customer's systems and professional services, or by improper use of Customer or a Service User.

Cutaway Solution guarantees only as expressly provided in this document; provides limited



functionality, service and security, data processing and backup guarantees only as expressly provide in this Agreement.

The warranties stated here are the only and exclusive warranties offered by Cutaway Solution and there are no other warranties or conditions, explicit or implied, including, without limitations, those of merchantability or fitness for a particular purpose. except for the warranties stated here, the service is provided to Customer on the "as is" and "as available" basis and is for commercial use only. Customer assumes all responsibility for determining whether the service or information generated must be accurate or sufficient for the Customer's purpose.

Cutaway Solution does not represent that the use of the service by Customer will be safe, timely, uninterrupted or error-free or that the service will meet Customer's requirements or that all errors in the service and / or documentation will be correct or that the system that makes the service available will be free from viruses or other harmful components.

Cutaway Solution will defend and hold Customer harmless from and against any Complaint against Customer, but only to the extent that it is based on a request that the Service directly violates an issued patent or other intellectual property right of ownership of a Country where the Service is actually provided to the Customer, provided that Customer a) promptly communicates to Cutaway Solution the complaint, cause, action or proceeding; b) grants Cutaway Solution exclusive control over the defence and related settlement negotiations; and c) provides Cutaway Solution with all reasonably available information and assistance necessary to fulfil the obligations of Cutaway Solution.

If the Service is deemed to be in violation of issued patent or other intellectual property Cutaway Solution will have faculty, at its own expense, to provide Customer with the right to continue using the Service; or replace it with a non-infringing service; or modify this Service so that it be-comes non-violator.

In the event that the Service provided by Cutaway Solution is used improperly and / or illegitimately, Cutaway Solution shall have no liability and will not service the Customer.

Cutaway Solution shall have no liability for any infringement of patents, copyrights or other intellectual property rights arising from the Customer's content, use of the Service other than as specified in the Cutaway Solution directions and warning or use of the Service with products or services not provided by Cutaway Solution.

Cutaway Solution shall have no liability, and will not be responsible for complaints arise from or caused by a) any unauthorized use, reproduction or distribution of the Service or Software; b) any use of the Service or Software in combination with other products, equipment, software or data not provided by Cutaway Solution; c) any use, reproduction or distribution of any



version of the Service or Software other than the most recent release made available to Customer; d) any modification of the Service or Software by any person other than Cutaway Solution.

## 9. DATA PROCESSING

By purchasing the Service, the Customer authorizes Cutaway Solution to collect, store and process Customer Data based on the terms of this Agreement.

Customer must ensure that, while using the Service, the Customer has a privacy policy that clearly and clearly informs third of the way in which Customer Data will be used. The Customer declares and guarantees that the collection, storage and processing of these Customer Data and the use of the Service, as provided for in this Agreement, will at all times respect their own privacy and protection policies. user information and all applicable Laws, including those relating to the processing, storage, use, re-use, disclosure, security, protection and management of Customer Data.

## 10. CONFIDENTIAL INFORMATION and CONFIDENTIALITY OBLIGATIONS

Confidential Information means all confidential and proprietary information of a Party (Disclosing Party) disclosed to other party (Receiving Party).

Parties undertakes to (a) not disclose to Third Parties (b) adopt any necessary measures in order to maintain the strictest confidentiality regarding the content of all information, technical or commercial data, drawings, property rights intellectual or industrial, industrial or commercial secrets, know-how, commercial policies and / or internal procedures of Cutaway Solution which Customer became aware in the execution of the Agreement, more generally, on the subject of any in-formation that is signed or defined as confidential ("Confidential Information").

The aforementioned obligations will not apply to cases in which a) the disclosure of Confidential Information is required by mandatory statutory provisions or mandatory and unappealable measures adopted by public authorities; b) the Confidential Information has become public knowledge for reasons other than the non-fulfilment by the Customer of the confidentiality obligations assumed towards the Cutaway Solution; c) the Confidential Information was legitimately known and known by the Customer even before the signing of the Contract.

In order to guarantee the perfect fulfilment of the confidentiality obligation established by this article Customer undertakes to inform the Auxiliaries and/or Third Party of the confidential nature of the Confidential Information and to make them sign specific confidentiality agreements. In any case, it is understood that the Customer will in any case be directly and jointly responsible for any violation of confidentiality obligations by the Auxiliaries and/or Third Party.





Without prejudice to legal obligations, the Parties agree that any communication to the public or advertising that includes the citation of the contract can take place only with the prior written agreement between the Parties regarding the methods and content of such advertising or communication to the public.

Customer agrees that the confidentiality obligations provided for in this article 10 will remain effective even upon termination, for whatever reason, of this contract. Customer also undertakes, upon termination of this contract, to immediately return or destroy any Confidential Information in its possession, leaving the possibility for Customer to keep a copy even for its own personal archive.

If the receiving Party discloses or uses any confidential information of the disclosing Party in violation of this Art. 10, the Disclosing Party shall have the right, in addition to any other remedy at its disposal, to request an injunction. to order such acts, being specifically recognized by the parties that any other available remedy is inadequate.

Subject to and not limited to the provisions of this Art. 10 or elsewhere in this Agreement, the terms and conditions of this Agreement will be the confidential information of Cutaway Solution.

#### 11. LIMITATION OF LIABILITY.

In no case will neither Party have any responsibility towards the other Party for any loss of use, business interruption, any lost profits, loss of use, procurement costs for substitute goods or services, or for any indirect, special, incidental, punitive or consequential damages, however caused and, whether in the contract, civil tort or any other theory of responsibility, regardless of whether the party has been informed of the possibility of such damage. Notwithstanding the provisions of this Agreement to the contrary, in no case shall the aggregate liability of Cutaway Solution which is in any case deriving from or related to this Agreement, whether in the contract, unlawfully or under any other theory of responsibility, exceeds the amounts actually paid by the Customer to Cutaway Solution below during the 12-month period prior to the event that gave rise to any Cutaway Solution liability under this Agreement. Customer acknowledges that the limitations set forth in this Art. 11 are integral to the amount of the fees charged in connection with the Service license and that, if Cutaway Solution has assumed any additional responsibility beyond that set forth herein, such commissions would necessarily be set substantially higher. Some states and / or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth herein may not apply to you.

#### 12. FORCE MAJEURE



Neither Party will be liable for any loss or delay (including failure to comply with the service level commitment) resulting from force majeure events, including, but not limited to, force majeure, fire, natural disasters, terrorism, arrest of labour, war or military hostilities, third party criminal actions and any payment or delivery date of the service must be extended to the extent that the de-lay resulting from an event of force majeure.

### 13. PROPRIETARY RIGHTS

Cutaway Solution recognise Customer, during the term of this Agreement a non-exclusive and non-transferable right to use the Service, exclusively for internal Customer purposes, subject to the terms and conditions of this Agreement.

In the event of termination of this Agreement for any reason, or following the suspension of the Service as contemplated herein, all rights granted to Customer under this Agreement will cease immediately and the Customer shall promptly interrupt the further use of the Service.

Save as expressly stated in this Agreement, no license or other rights relating to Cutaway Solution technology or intellectual property rights are granted to Customer, and all licenses and rights are expressly reserved.

To support and not to limit the foregoing, Cutaway Solution holds all rights, titles and interests, including all related intellectual property rights, in and to Cutaway Solution technology and the Service and any suggestions, ideas, requests for improvement, feedback, recommendations or other information provided by Customer or a User, relating to the Service.

Customer acknowledges and accepts that Cutaway Solution will retain all rights, titles and interests related to benchmarking data, abstract derivative data, transaction data, performance data and metadata (excluded Customer Data) related to the use of the Service or the Software and Service that Cutaway Solution may aggregate, compare and collect in a manner that does not allow identification of Customer or a User (including optimization of the use of the Software and product marketing), to provided that such use does not reveal the identity of Customer or Users or specific features of use of the Software that may be identified to Customer (collectively, the "Transactional Data").

This Agreement is not a sale and does not transfer to Customer any property rights or rights relating to the Service, Cutaway Solution or intellectual property rights owned by Cutaway Solution Cutaway Solution.

### 14. PROHIBITION OF ASSIGNMENT

Customer may not assign the Agreement and / or the rights arising from it in its favour to third parties, for any reason and in any form, except for specific written consent.



#### 15. NO -COMPETITION

Unless otherwise agreed in writing, Customer undertakes for the entire duration of the Agreement and for the following two years from its termination not to supply, directly or indirectly, services identical to those covered by this Agreement, throughout the European territory.

#### 16. NO- SOLICITATION

The parties hereby agree that for the entire duration of the agreement and for the two (2) years following the termination of this Agreement, except with other party's written approval, will not solicit for employment any of a party's employees and/or staff with whom it has had contact in the course of each party's performance of this Agreement, except for published general solicitations not targeted to a party's employees generally or to any particular party employee.

In event of infringement of the present clause Customer will have to correspond to Cutaway Solution the relevant amount to the annual remuneration of the storned employee, as a penalty pursuant to art. 1373 cod civ.

#### 17. RELATIONSHIP BETWEEN THE PARTIES

Parties agree and acknowledge that in this Agreement, the parties are independent contractors and neither a relationship of legal partnership nor joint ventures has been formed pursuant to this Agreement and neither party is the agent of the other. Neither party may represent to any person that it has the power to bind the other party on any service contract or other agreement or take any action reasonably likely to lead the public to believe that it is the agent or representative of the other part.

This Agreement is non-exclusive.

A party may provide services of the type described herein to an other, including a competitor of the other party. Cutaway Solution does not agree to provide Customer with any type of exclusivity in any market segment or geographical region.

#### 18. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

The Contract is governed by Italian law.

Any dispute arising in connection with the Contract will be referred to the exclusive jurisdiction of the Court of Milan.



#### 19.COMMUNICATIONS BETWEEN THE PARTIES

Unless otherwise provided in this Agreement, notices and communications under the Agreement shall be given via email confirmed in registered or certified mail, return receipt requested; or by established and well-known express courier, to the address specified below:

Cutaway Solution Srl : \_\_\_\_\_ @ \_\_\_\_\_ pec: \_\_\_\_\_

Via Cechov, n. 48

\_\_\_\_\_

\_\_\_\_\_ (Customer) : \_\_\_\_\_ @ \_\_\_\_\_ pec: \_\_\_\_\_

\_\_\_\_\_

Notices are deemed received on the day transmitted via electronic mail, or if that day is not a business day, on the first business day following the transmission day, if otherwise, on the date received or delivered.



ACCEPTANCE

The Parties cause this Agreement agree to be bound according herein terms and of to be signed and accepted by their duly authorized representatives on the dates specified below.

Signed By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signed By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

According to art. 1341 cod. civ. Customer expressly accepts the provisions contained in articles 1 (duration), 2 (Object), 3 (Cutaway Solution Obligations), 4 (Customer obligations and prohibitions), 5 (fees), 6 (Modification or discontinuation), 7 (Termination), 8 (Warranties and exclusion of liability), 9 (Data processing), 10 (Confidential informations and obligations), 11 (Limitation of of liability), 12 (Force majeure), 13 (Proprietary rights), 14 (Prohibition of assignment), 15 (No-competition), 16 (No-solicitation), 17(Relationship between the parties), 18 (Applicable law, jurisdiction and competent court), 19 (Communications between the parties).

Signed By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signed By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_