

## GENERAL TERMS AND CONDITIONS

### ELECTRONIC COMMUNICATION SERVICES

#### 1. Premise and Definitions

The company Viking S.r.l., with registered office at 20, Via del Lavoro – 51013 Chiesina Uzzanese (Pistoia), Tax code and VAT number 01262180472 – hereinafter “**Viking**”), is a company duly authorised under Article 25 of the Electronic Communication Code to provide electronic communication services covered by the Offer.

The Customer (as also identified in the Offer) is a public or private subject with a VAT number that expressed the interest in acquiring the connectivity services offered by Viking under this Agreement.

Viking and the Customer are hereinafter jointly referred to as the “**Parties**” and separately the “**Party**”.

For the purposes of these General Terms and Conditions and any other contractual document of Viking, the following terms shall have the meanings set forth below (terms defined in the singular shall also be understood to refer to the plural and vice versa)

- “**Equipment**” (also “**Viking Equipment**”) means all the equipment, including CPE, antennas and Licensed Software, owned by Viking.
- “**Support**” means the activities for the complete management of the Services and includes the maintenance of the Equipment installed at the Customer’s premises, including on-site replacement in case of failure.
- “**Application Deeds**” mean the documentation of the Customer’s formal request for Viking’s Services which may consist of the Customer’s Offer or Service Order or Purchase Order containing all the data relating to the supply.
- “**Service Activation**” means the date on which Viking releases the Service and it is certified by sending the Hanover Document to the Customer.
- “**Standard Wiring**” means the laying of the indoor and outdoor wiring between the CPE or router and the Radio Equipment at Viking’s expenses, laid on a ready and suitable route in freely accessible areas at the time of the installation, below 4 meters in height and no more than 50 meter in length.
- “**Monthly Fee**” means the fixed recurring monthly fee relating to the Service described in the Offer, which shall be settled in accordance with the terms set forth in the Offer or in the Purchase Order and in accordance with the payment terms described in the General Conditions.
- “**Bandwidth Capacity**” means the constant and symmetrical Bandwidth value as specified in the Agreement, to which Viking guarantees to transmit the Ethernet traffic of each specific Circuit/Service.
- “**Service Charter**” means the document available on Viking’s website which (in accordance with the principles and provisions set forth in the Resolutions of AGCOM) describes the technical specifications, the Services quality level, the rights, obligations and the principles governing the relationship between Viking and the Customer with respect to the Services supply.
- “**Circuit**” means the part of the EndToEnd connection among the Customer’s sites or between the Customer’s sites and the agreed Viking Network Termination Point, made on Equipment proactively monitored and operated by Viking itself, necessary to connect the Customer’s site. The Circuit is delineated by the Network Termination Points.
- “**Unprotected Circuit**” means a Viking Service that is fully or partially configured on unprotected ports and/or on an unprotected network path that does not have the possibility to be routed on alternative ports or route in order to maintain or restore the Service upon the occurrence of an interruption event.
- “**Protected Circuit**” means a Viking service configured on network ports and routes such that it is possible to reroute to an alternative route in order to keep the service operational or to restore it upon the occurrence of an interruption event.
- “**Customer**” means the legal, public or private person in possession of a VAT number, who is entitled to use the Viking Services, by virtue of a current Agreement.
- “**General Conditions**” (which form part of the Agreement and are accepted by the Customer at the time of signing the Offer or sending the duly completed Application Deeds) means the formal documentation governing the relationship between Viking and the Customer with respect to the Services supply.
- “**Fees**” means the Monthly Fee and the One-off Installation and Activation Costs detailed in the Offer and fully accepted by the Customer.
- “**One-off Installation and Activation Cost**” means the non-recurring cost to be borne by the Customer for the installation of each Service as set out in the Offer.
- “**CPE**” (Customer Premises Equipment) means the electronic device used as customer-side terminal, consisting of 1 or more elements, owned by Viking.

- **"Service Release Date"** (also referred to as **"Customer Committed Date"** or **"CCD"**) means the formal date on which the Circuit is made available by Viking and it is certified by the date on which the Handover Document is sent to the Customer.
- **"Service Availability"** means the ability to generate IP Traffic between the Customer's Point X and the Customer's Point Y or the Service Release Point, connected 24 hours a day (within the limit of the agreed Data Transmission Capacity, if any), measured over a Monthly Review Period and it is based on the number of minutes of unavailability of traffic exchange on the Circuit.
- **"Technical Staff Availability"** means the days and times when Viking's staff can be contacted by telephone and it is regulated by SLA.
- **"Feasibility"** means assessing the possibility of performing the requested binding, carried out remotely using software tools only.
- **"Fault Management"** means the fault management activities carried out by the N.O.C according to the timeframe indicated in the SLA.
- **"Force Majeure"** means any extraordinary and unforeseeable circumstance or event beyond Viking's control such as, but not limited to acts of authority, wars, fires, explosions, floods, terrorist attacks, strikes, industrial disturbances, shortage or absence of raw materials or energy sources, epidemics or pandemics.
- **"Handover Document"** means the document sent to the Customer at the time of the Release of the Service (which determines the Release Date), by which Viking informs that each Circuit, identified by a specific ID, is formally delivered, active and available.
- **"Standard Service Installation"** means when Viking personnel go to the Customer's premises to carry out the installation of the Equipment with standard wiring and without the need for masonry work. Outdoor installation must be carried out on a freely walkable roof and involves the use of a 76 to 100mm diameter pole and wall clamps embedded in reinforced concrete.
- **"Customer Premises"** means all the indoor and outdoor premises under the Customer's responsibility in which the Equipment (CPE or Router, Radio Antennas) will be placed. For the indoor part, they include all the components concerning protection against climate condition, safety, power supply, heating and cooling, ventilation, suitability of the premises, etc.
- **"Planned Maintenance"** means any planned maintenance or upgrade activity that may affect the availability of the Service provided by Viking.
- **"Proactive Monitoring"** means the continuous (24/7) activities carried out by N.O.C. to monitor the performance of the Circuits.
- **"N.O.C."** means Viking's Service Centre for the management of technical issues occurring on the network operated by Viking, which is responsible for the proactive 24/7 monitoring of Circuits.
- **"Viking Long Distance Network"** or **"Viking National Network Backbone"** (also referred to as "Viking Long Distance Network" or "Viking's Ethernet Network") means Viking's transport network consisting of Double Mesh Fibre Optic Ring (national coverage) and the Radio Backbone used in the event of Disaster Recovery, with which Viking provides Internet, Net-Lan, etc. services to customers.
- **"Service Unavailability"** indicates when in a Circuit, signals cannot be transmitted in one or both directions.
- **"Offer"** means Viking's formal document describing the Service as it will be provided, including the manner in which it will be provided and which, once countersigned by the Customer, replaces the Purchase Order and is legally valid and binding.
- **"Purchase Order"** (as an alternative to the Offer countersigned by the Customer) means what is also referred to as the "Application Deed" and refers to the formal document listing the Service(s) requested from Viking as described in the Offer.
- **"Network Termination Point"** means the point at which the Ethernet Service terminates.
- **"Feasibility Request"** (or simply **"Request"**) means the Customer's request to Viking for activation of the Services, listing all data - with particular reference to the location expressed through GPS coordinates - of the location(s), for which the Customer requests activation.
- **"Service Level Agreement"** (also referred to as **"SLA"**) indicates the intervention deadlines for taking charge of Tickets opened at N.O.C.
- **"Ethernet Services"** (or **"Viking Ethernet Services"** or just **"Services"**) means the Circuits, proactively monitored, for the electronic communications between Network Termination Points located on Viking's Ethernet Network and/or at Customer sites.

## 2. Composition of the Agreement

The Agreement consists of the Offer (which shall be enforceable and legally valid once countersigned by the Customer) and these General Terms and Conditions, which form an integral and substantial part thereof. In the event of a conflict between the General Conditions and the Offer, the provisions of the Offer shall prevail.

It is understood that (except as expressly agreed in writing between the Parties) any conflicts between the documents making up the Agreement shall be resolved in the following order of priority:

- i. SLA.

- ii. General Terms and Conditions.
- iii. Offer.

### 3. Subject matter of the agreement and provision of connectivity services

The subject matter of the Agreement (i.e. the Offer countersigned by the Customer or the Customer's "Purchase Order", also referred to as the "Application Deeds") is the provision of Services enabling the binding among the Customer's location(s) via Viking infrastructure or via Viking's national network Backbone for the provision of Connectivity Services, without any traffic limitations and for the entire period as described herein. These General Terms and Conditions govern the relationship between Viking and the Customer with regard to the provision of the Service, as described in these General Terms and Conditions.

### 4. Conclusion of the Agreement

- 4.1 The Customer declares to have received, prior to the conclusion of this Agreement, the information referred to in Article 70 of the Electronic Communications Code, useful for the purpose of freely and knowingly concluding the Agreement itself (in particular, on the deadline by which the Service shall be activated, on the modalities of payment of the automatic indemnity in the event of failure to meet the deadline, as summarised in the Service Charter). These General Terms and Conditions are made known and enforceable by means of their publication on the website <https://www.vikingitaly.com/> under the section "<https://www.vikingitaly.com/area-download/>" and by other suitable means of dissemination.
- 4.2 By signing this Agreement, the Customer declares, under its full and exclusive liability:
  - I. to have legal capacity and to be endowed with all the rights and powers necessary to enter into and fully execute this Agreement.
  - II. that all the data provided to Viking are true, to have read and understood the technical characteristics of the Services as detailed in the Offer.
  - III. that the Customer intends to use the Services within the scope of its entrepreneurial, handicraft, commercial or professional activity and that, therefore, the applicability of the consumer protection legislation, including, without limitation, Legislative Decree no. 6 September 2005, no. 206 is expressly excluded.
- 4.3 The Agreement shall be binding upon receipt by Viking of the Application Deeds signed by the Customer. Viking shall:
  - I. verify the correct filing of the Agreement documentation.
  - II. carry out the technical inspection; and
  - III. forward a signed copy to the Customer for confirmation of acceptance.
- 4.4 Viking reserves the right not to accept and, therefore, not to execute the Offer signed by the Customer in the event of circumstances that may compromise or prevent the proper fulfilment of the contractual obligations and, in any event, if:
  - a. the Customer has previously been in default with Viking and has not yet fixed such defaults.
  - b. the Customer is protested or subject to execution proceedings, is in a state of bankruptcy, receivership, compulsory or voluntary liquidation or other insolvency proceedings, or is otherwise in a condition that objectively jeopardises the regular payment of the Services, on the basis of analyses carried out for the purpose of preventing and controlling the risk of insolvency.
  - c. the contractual documentation delivered to Viking by the Customer is incomplete or illegible in whole or in part.
  - d. following the Customer's request for Services, such Services may not be activated under the agreed conditions due to technical limitations not attributable to Viking. In this case, Viking will promptly notify the Customer in writing by e-mail and the Agreement will be deemed to be automatically terminated without any charge and liability on Viking.
  - e. Viking will notify the Customer by CEM and give the reasons for the refusal.
- 4.5 If the Customer requests (for any cause not attributable to Viking) the cancellation of an Agreement already submitted to Viking but not yet completed, and in the cases where Viking terminates the Agreement prematurely for reasons not attributable to Viking, the Customer will be charged for the cancellation: (i) if the cancellation or termination occurs within 10 days after the conclusion of the contract: an amount equal to 10% of the activation fee for the Commercial Offer; (ii) if the cancellation or termination occurs after 10 days after the conclusion of the agreement: an amount equal to the sum of the activation fee and the monthly fees for a period of 12 months; (iii) if the Customer requests the cancellation of a removal order, already received by Viking but not yet completed, the Customer will be charged with the costs incurred by Viking up to that time.

In all cases referred to in this paragraph, also due to the investments made by Viking, the above amounts shall be borne by the Customer (in derogation, where applicable, of Articles 1463 and 1464 of the Italian Civil Code). The right to claim compensation for damages in favour of Viking shall also remain unaffected, unless the Customer proves that the cancellation or termination was due to causes not attributable to the Customer itself.

## 5. Agreement term and withdrawal

- 5.1 The minimum term of the agreement for each individual service is 36 months (unless otherwise indicated in the offer document), with automatic renewal from year to year from the date of expiry, unless terminated by either party to be notified 90 days by CEM (viking@legalmail.it) prior to the natural expiry date or the subsequent expiry date in case of renewal.
- 5.2 The term of the Agreement referred to in 5.1 shall commence on the Services Release Date and shall be certified by the date of sending the Handover Document to the Customer, by which Viking notifies that each individual Service is formally delivered, active and available.
- 5.3 The Customer acknowledges and accepts that the early termination by the Customer does not affect the Customer's obligation to pay the Remaining Fees upon completion of the minimum contractual term or the Remaining Fees for periods arising from agreement renewals (automatic or otherwise). It is understood that the deactivation of certain types of Services may be subject to an additional deactivation fee as detailed by Viking pursuant to Resolution 487/18/CONS.
- 5.4 The signing of this Agreement is the result of a preliminary assessment with the Customer: the latter is aware and accepts that this agreement, since it does not fall within the category of "membership agreement", does not include the right of withdrawal pursuant to the so-called Bersani Decree.

## 6. Amendments to the Contract

- 6.1 Viking may change the technical specifications of the Services, vary these General Terms and Conditions and update the Fees for the following justified reasons:
  - I. in the event of development or change of the network and/or the characteristics of the Services;
  - II. change in the technical and commercial costs incurred for the provision of the Services and/or change in the competitive environment affecting the commercial offer for the provision of the Services;
  - III. for changing technical or management requirements, which will be communicated at the time of any change;
  - IV. for changes in the legal provisions and/or regulations applicable to the Services. Any change shall be communicated, with an indication of the reasons for the contractual change, in accordance with the terms and conditions set forth in Resolution no. 519/15/CONS of AGCOM and in the remaining applicable regulations.
- 6.2 The amendments referred to in the preceding article that are not imposed by law or regulation and that lead to an improvement and/or worsening of the Customer's contractual position shall only become effective after the expiry of 30 (thirty) days from the date of their communication to the Customer. Within the same term, the Customer may withdraw from the Agreement and/or the Services subject to the amendment without being charged penalties and/or disconnection costs by written notice to be sent by CEM.

## 7. Commitments of the Parties

### 7.1 Viking Supply Commitments

In particular, Viking agrees to the following terms and conditions:

- a. to provide the Customer with the Services as described in the Offer;
- b. in the event of a positive outcome of the on-site inspection, to carry out the Standard Installation and to provide the Services in question at the economic and supply conditions and time schedule described in the Offer;
- c. to install suitable Equipment necessary for the provision of the Services listed in the Offer, which shall remain the exclusive property of Viking. The Equipment shall be returned to Viking upon termination of the AGREEMENT in the manner to be described later;
- d. to provide Assistance to the Customer with regard to the Services requested and activated, through qualified personnel and according to the Service Levels defined in these General Conditions and in the SLA;

- e. to offer the Services at the fees as set forth in the Offer. The fees for the Service defined in the Offer and accepted by the Parties shall constitute the only amount due to Viking by the Customer.

## 7.2 Customer Commitments

Without prejudice to any other obligations imposed by applicable laws and regulations, the Customer undertakes to:

- a. provide reasonable and appropriate environmental conditions for the premises where the Equipment will be installed (including, without limitation, protection from weather conditions, security, power supply, heating and cooling, ventilation, etc.);
- b. during the on-site technical inspection, to organise the presence of an authorised technical contact person to define any operational aspects related to the installation requirements;
- c. not to replace the Equipment provided by Viking located on its premises, not to make modifications, alterations or connections to it;
- d. not to carry out any voluntary interruption of power supply except by prior agreement with Viking;
- e. fulfil and obtain any necessary authorisations;
- f. ensure access of Viking personnel to indoor and outdoor installation sites in connection with inspections and interventions that may be necessary during the provision of the Service;
- g. allow the recovery of the Equipment installed at its premises in the manner to be agreed with Viking upon termination of the relevant Service;
- h. pay Viking the Fees even if the Services provided by Viking have been unlawfully used by third parties without authorisation and/or without the knowledge of the Customer;
- i. not to use the Services to commit offences of any kind;
- j. use only devices and equipment approved in accordance with the relevant technical regulations for connection to the Viking network;
- k. contact Viking exclusively for any work on the Equipment;
- l. adopt all logical, physical and organisational security measures necessary to protect its information systems to prevent damage to Viking's network or malfunctioning of the Services provided for the benefit of other customers;
- m. provide Viking with all information necessary to enable Viking to properly and timely perform the Services in accordance with this Agreement, and to immediately notify Viking of any relevant facts that may affect the proper and timely performance of the Services or that may in general adversely affect Viking, its business and/or third parties;
- n. provide Viking with all cooperation and assistance necessary for the activation of the Services, it being understood that the obtaining of any permits and authorisations necessary or otherwise required for the activation of the Services at the Customer's premises shall be the sole responsibility of the Customer.

## 7.3 Nature of Customer Rights

In no event shall be conferred upon the Customer (i) any exclusivity, right or licence to any intellectual property rights in or relating to any Equipment, system or method used by Viking or the Customer in connection with the use of the Service; (ii) nor any ownership or right in rem or right of any other nature in or to the Equipment, including Viking's Network.

## 8. Liability, declaration and indemnity of the Customer

8.1 The Customer acknowledges and accepts that the provision of the Service by Viking is inclusive of:

- a. 24/7 proactive Circuit monitoring;
- b. immediate direct contact with the Customer's technical structure in case of need as described below;
- c. equipment installed at the Customer's premises. The care, maintenance and (if necessary) replacement of the Equipment remains the full responsibility of Viking.

8.2 The Customer warrants that the data entered into the network do infringe or violate any copyrights, trademarks, patents or other rights arising from law, contract and custom. The data entered into the network must be original or must contain the source and cite the existence of the authorisation testifying to the acquisition of the rights of use. In the event of a breach, Viking reserves the right to remove the data entered into the network and/or to suspend, at the request of a judicial authority, the Services without notice and to invoke automatic termination of the Agreement. The data entered into the network must not contain pornographic, obscene or defamatory forms and/or content. In the event of a breach, Viking reserves the right to remove the data entered into the network and/or to suspend the Service without notice, as well as to invoke the automatic termination of the Agreement. The Customer is expressly prohibited from using the Services to:



- i. pursue unlawful purposes and contrary to applicable laws and/or regulations;
- ii. deposit, store, send, publish, receive, transmit and/or share content that infringes industrial and/or intellectual property rights or has discriminatory or defamatory content;
- iii. transmit viruses, worms, Trojans, malware and/or, in general, contaminating computer elements.

8.3 The Customer agrees to indemnify and hold Viking harmless from any and all losses, damages, liabilities, expenses, including legal expenses, suffered or incurred by Viking as a result of the use of the Services and/or the services rendered by the Customer through the Services and to indemnify Viking from any and all actions, reasons, claims made by third parties in connection with and/or as a result of conduct and/or omissions in any way attributable to the Customer or in any event as a result of the failure to comply with and/or breach of the obligations under this Agreement.

8.4 By signing this Agreement, the Customer declares to be aware that Viking does not exercise any control over the content of the information, data or communications transmitted or received within or through the Services and that the conveyance of messages, information, transactions, etc. through the Services does not imply their attribution to Viking, which does not guarantee the truthfulness, completeness, legitimacy or security of the content, goods or services transmitted, received or conveyed through the Services.

## 9. Exclusions

### 9.1 Causes of exclusions in the event of failure

The Customer acknowledges and accepts that defects or failures of the Equipment installed at the Customer's premises are excluded if they are attributable to inexperience, tampering, negligence and/or carelessness in the use or storage of the same by the Customer. In this case, Viking will provide replacement in return for payment, according to the prices and conditions applied at that time. Any moving and/or relocation of the Equipment shall be requested exclusively from Viking, which shall charge the Customer for the costs thereof.

### 9.2 Traffic disclaimer

The Customer acknowledges and accepts that Viking cannot be held liable for the type of use that the Customer will make of the Service provided and/or the content conveyed through it, nor for any kind of loss of revenue, loss of actual or anticipated profits, downtime costs, loss of contracts, loss of money, loss of anticipated savings, loss of business, loss of chances, loss of goodwill, loss of reputation, loss, damage or destruction of data.

### 9.3 Force Majeure

The Customer acknowledges and accepts that Viking shall not be liable for delays or decrease in service levels if these are caused by a Force Majeure event. Viking shall immediately write to the Customer to inform them of the Force Majeure event, giving details of the circumstances, the effect these cause on delays or reductions in service levels, and the action it is taking to fix the situation. In the event that the effects of the Force Majeure event continue for more than 60 (sixty) days, the Customer may request termination only of the Services impacted by the Force Majeure event and not restored, by notifying Viking in writing and paying the Fees only up to the date of termination. It is understood that the Customer shall not be obliged to pay for the Services following a Force Majeure event only for the period during which the Services are not within the guaranteed minimum service levels. The conditions of application of the SLA shall resume as soon as the conditions caused by the Force Majeure event are restored.

## 10. Application, installation of the Service, testing and release

10.1 The request flow for Services is as follows:

- (1) the Customer sends a Feasibility Request to Viking, specifying the Service requested and the location(s);
- (2) Viking carries out an instrumental feasibility and sends the Offer;
- (3) the Customer sends the original Offer to Viking by CEM, once the Offer has been signed for acceptance;
- (4) Viking shall complete the Agreement and send it via CEM to the Customer, once verified the correctness of the Offer;
- (5) upon receipt of the Agreement signed by the Customer, Viking will contact the Customer to communicate the date of the on-site inspection, preparatory to the installation of the Equipment at the Customer's premises, and/or of the immediate installation. In the event that it is not possible to carry out the on-site inspection at the Customer's premises for reasons not attributable to Viking, Viking will notify the Customer's Points of Contact by e-mail of the reason why the inspection was not

- possible within one working day following the attempted inspection and charge the Customer for any costs incurred. In the same communication Viking will also inform the Customer of the date for a second inspection attempt at the Customer's premises (and in the meantime the order and service provision will remain suspended). Viking may declare the order cancelled pursuant to Art. 1456 of the Italian Civil Code if the second visit to carry out the inspection cannot be carried out for reasons not attributable to Viking. In this case, Viking will notify the Customer by CEM and the Customer will be charged for the cancellation of the agreement in accordance with Article 4.5;
- (6) during the on-site inspection, the technician appointed by Viking will agree with a contact person authorised by the Customer - who must be present at the time of the inspection - on any additional activities (including those at the expense of the Customer) that may be necessary. For the period necessary for the performance of the agreed activities (if any) to be borne by the Customer, the terms for both the order and the provision of the Service shall be suspended. The Customer shall be fully responsible for requesting and obtaining any permits from third parties necessary for any works required for the provision of the Service at the Customer's premises. In the event that such permits are not obtained, for any reason whatsoever, Viking may automatically terminate the Order under the terms and conditions set forth in Article 4.5. On the other hand, Viking fully assumes the burden of requesting any permits for the construction of works from public land up to its own plant, which are necessary for the provision of the Service. In the event of delays in obtaining permits from public authorities or private parties, for the construction of transmission infrastructures, for the connection of sites in special areas or inconvenient locations, or delays due to causes attributable to the Customer, Viking may notify the Customer by email of the new estimated delivery time, and in the meantime the order and the provision of the Service will remain suspended;
  - (7) at the same time, a copy of the Agreement countersigned by Viking will be delivered or an original copy sent by CEM;
  - (8) irrespective of the date of the inspection, according to its work plan, Viking shall notify the Customer of the date on which the installation of the Equipment will be carried out (if not simultaneous with the inspection). The installation date shall in any case be between the date of receipt of the Application Deeds and the (calculated) date of the release of the requested Service as described in the Offer. The Customer shall ensure that by the date of the installation all work agreed upon during the on-site inspection has been carried out. The term "Installation", indicated in the Offer under the heading "One-off Installation and Activation", means a Standard Installation of the Service including the relevant Standard Wiring (as defined in the Glossary);
  - (9) once the installation is complete, the Circuit is activated and the tests have been carried out, Viking shall send the Customer by e-mail the formal activation documentation (Handover Document) summarising all the features of the Service.
- 10.2 The Customer may request in writing a change of profile for the Services already activated or in the process of being activated. The technical/economic feasibility of the requested variation is subject to the unquestionable judgement of Viking, which reserves the right to implement the requested variations and the necessary technical timeframes, without prejudice to the right not to implement what is requested in cases where Viking deems in its unquestionable judgement that this may entail risks for the integrity of the network and its proper functioning. The Customer declares and accepts that after the adjustment of the technical parameters of the Service, the Monthly Fee will be adjusted to that of the new chosen profile. If the Customer requests the activation of a new Service to replace the Service covered by this Agreement, such request is subject to and conditional upon payment by the Customer of the costs to be incurred by Viking for such activity on behalf of the Customer.
- 10.3 In the event of delays attributable to the Customer (by way of example but not limited to: errors or omissions of significant data in the orders, changes required during realisation, etc.), the delivery times set out in Subsection 10.1(8) may be rescheduled from the date of removal of the impediments by the Customer. In this case Viking will notify the Customer of the new delivery date;
- 10.4 Viking may declare the order cancelled pursuant to art. 1456 of the Italian Civil Code (or pursuant to other applicable provisions of the Italian Civil Code) by notice to the Customer by means of a CEM, with the consequent obligation of the Customer to pay Viking the amount provided for by art. 4.5 (without prejudice, where applicable, to the right to compensation for greater damages) in cases where cumulatively: (i) the Customer has not correctly completed within the terms the activities and/or works (if any) under its responsibility provided for by clause 10.1(6) above; (ii) Viking has communicated by email to the contact points indicated by the Customer that it has completed the activities outside the Customer's premises, indicating the date on which it will access the Customer's premises to complete the release of the Service; (iii) 15 days have elapsed since the date specified by Viking for access under (ii); (iv) within the same period of time under (iii), Viking has not been able to access to the Customer's premises or facilities in order to complete the release of the Service for reasons beyond Viking's control.

## 11. Fees

- 11.1 Since Viking's Services are strongly conditioned by the location of the Customer's headquarter(s) and the type of Service requested, the cost will be determined and communicated only at the time of issuing the Offer.
- 11.2 The Fees for Viking Services, unless otherwise specified in the Offer, generally provide for a (i) One-off Installation and Activation Fee and a (ii) Monthly Fee, based on Bandwidth Capacity and conditioned by unavoidable and unique variants for the Circuit covered by the Service.
- 11.3 The Fees stated in the Offer are all-inclusive of everything necessary for the provision of the requested Service. The Activation Fee and Monthly Fees shall be invoiced in accordance with the terms and conditions set out in these General Terms and Conditions and in the Offer. Should this be the case, Viking will charge the Customer for the costs of issuing the Circuit beyond Viking's Network Termination Points.

## 12. Service Terms

### 12.1 Early Termination of the Agreement

The Customer acknowledges and accepts that pursuant to Article 1456 of the Italian Civil Code, Viking may terminate this Agreement by giving written notice to the Customer in the following cases:

- a. in the event of breach of any of the Customer's obligations under this Agreement;
- b. 30 days have elapsed since the suspension of the Service without the Customer having paid the Fees;
- c. 30 days have elapsed since the suspension of the Service for breach of any of the Customer's obligations under this Agreement;
- d. bankruptcy, out-of-court settlement, receivership, compulsory liquidation, or extraordinary administration of the Customer;
- e. Viking has reason to believe, in its sole discretion, that the Customer is engaged in or about to engage in fraudulent activities or has authorised such activities in connection with the use of the Services;
- f. legislative, judicial or other competent authority measures that are incompatible with the provision of the Services to the Customer are enacted or authorisations that the Customer requires for the provision of the Services are withdrawn.

The Customer acknowledges and accepts that the Agreement and any Purchase Order signed by the Customer shall be deemed to be terminated by law in accordance with Article 1467 of the Italian Civil Code if technical reasons beyond Viking's control arise after its termination that make it impossible to provide the Services of the due performance or the activation and/or delivery of the Services. Viking will provide specific indication and written notice to the Customer. In the event of early termination of this Agreement, Viking shall have the right to demand all payments still due from the Customer and any compensation for damages.

### 12.2 Suspension of the service

"Suspension" or "termination" of the Services mean the total, temporary or permanent inability to use the Services under the Offer. The Customer acknowledges and accepts that Viking may suspend the provision of the Service in the event of any of the following cases:

- 1) when the Customer takes an active part in attempts to violate the infrastructure of Viking or third parties by means of the Service provided by Viking;
- 2) if the Customer constitutes a dangerous and/or unstable situation as a result of programming and/or utilisation activities, such as to cause damage to Viking;
- 3) when there are situations of proven arrears on the part of the Customer.

With reference to points (1) and (2), Viking undertakes to provide the Customer with evidence of the status and activities that have generated the suspension. With reference to point (3), the deactivation of the Service does not interrupt the Customer's obligation to pay what is due even for the entire period of the suspension, until the reactivation or natural termination of the Agreement. No claim for damages may be asserted by the Customer against Viking as a result of the foregoing points.

### 12.3 Termination of Service and Return of Equipment

At the end of the Agreement period of validity - either due to natural termination or early termination - any Equipment owned by Viking installed at the Customer's premises shall be returned in accordance with the instructions provided by Viking. In the event of failure to return the Equipment, the Customer shall pay, as



reimbursement, an amount equal to twice the one-off set-up price stated in the Offer with a minimum of EUR 1,000.00 per circuit.

#### 12.4 Planned Maintenance

Viking will agree with the Customer well in advance on the time window in which any maintenance activities may have an impact on the Services provided, by sending an email with the subject line "VIKING PLANNED WORKS NOTIFICATION".

### 13. **Limitation of Liability**

- 13.1 Viking shall not be liable for failures, delays, malfunctions, breakdowns and partial or complete interruptions, whether temporary or permanent, of the Service, loss of data, direct or indirect damage, whether due to Force Majeure, unforeseeable circumstances or the actions of the Customer or third parties.
- 13.2 Viking cannot be held liable for disservices resulting from: (i) conditions of degradation of the terminal section of the physical access network at the Customer's premises or interference in the cable environment that could not be foreseen or avoided by Viking; or (ii) electromagnetic interference not caused by Viking itself or by the loss of visibility of the base station from the Customer's domicile, due to the construction of new buildings and/or public and/or private facilities and, more generally, due to environmental and/or architectural situations that cannot be foreseen or not declared by the Customer or in any case such as to obstruct the radio signal, to considerably attenuate it or to cancel it out completely.
- 13.3 The Customer expressly declares to be aware and to accept that Viking acts as a provider of information society services consisting in transmitting, over a communication network, information provided by a recipient of the service, or providing access to the communication network (mere conduit) within the meaning of Article 14 of Legislative Decree of 9 April 2003, no. 70. Therefore, unless necessary to comply with legal requirements and/or requests of judicial authorities, Viking does not carry out any deep inspection activities, nor is it in any way aware of the content of the data, documents and information transmitted through the Electronic Communication Services. Therefore, Viking cannot in any way be held liable for the possible unlawfulness of the data, documents and information transmitted through the Services, it being understood that, in any event, the Customer is aware that judicial or administrative authorities with supervisory functions may require, even on an urgent basis, that Viking prevent or put an end to any violations committed.
- 13.4 Notwithstanding the provisions of the preceding paragraphs, Viking shall only be liable for breaches of the Agreement arising from willful misconduct or gross negligence, and shall pay to the actually and materially damaged Customer a sum limited to the total and actual amount paid to Viking by the Customer for the Services affected by the breach in the 2 months preceding the breach, net of any refunds and/or indemnities, as compensation for all pecuniary and non-pecuniary losses suffered as a result of the said breaches. Within the mandatory limits of the law, the Customer acknowledges and accepts that Viking shall not be held liable for damages resulting from loss of profit, loss of earnings and/or indirect damages, loss of business opportunities, payment of penalties, delays or any other liability of the Customer towards third parties.

### 14. **Support**

- 14.1 Viking provides the full management of the Service comprising Support, which includes the maintenance of equipment installed at the Customer's premises and on-site replacement in case of failure. Fault Management by Viking involves collecting failure reports and resolving the problem according to the agreed S.L.A. described in the Offer.
- 14.2 The activation of the Assistance Service will be the responsibility of the CUSTOMER who, once the information has been collected, will communicate directly with the N.O.C. Viking (service@vikingitaly.com) using, to identify the Circuit concerned, the detailed information as set out in the Handover Document that is sent when each Circuit is issued. Upon notification of a malfunction or failure, the relevant intervention will take place according to the S.L.A. Level as stated in the Offer. Viking shall provide the customer with all updates on the progress of the work.

### 15. **Service Level Agreement (SLA)**

The SLA sets out in detail the service levels and compensation schemes for the Services provided by Viking to the Customer. Notwithstanding the limitations of liability set forth in Article 13 of the Agreement, Viking shall indemnify the Customer for failures, malfunctions, delays and/or interruptions in the provision of the Services. The extent of such indemnification is described in the SLA and the Customer accepts and declares that any other claims by the Customer against Viking including a claim for increased damages are excluded.

The levels of Support included in each Service covered by this Agreement are set out in the Offer relating to that Service from time to time.

#### 15.1 Service Availability

Viking shall not count towards the intervention and restoration time any delay, interference or loss, directly or indirectly caused by the following events:

- (A) unauthorised access to any Equipment on the Customer's premises;
- (B) incompatibility or failure of the Customer's equipment, facilities or applications;
- (C) any act or omission of the Customer;
- (D) Force Majeure event.

#### 15.2 Limitation to the Calculation of Intervention and Recovery Times

Viking will not consider situations in which the delay is caused by one of the following events as part of the intervention and restoration time:

- 1) fault or negligence on the part of the Customer, its employees, representatives/agents or contractual partners;
- 2) the Customer has violated the provisions of these General Terms and Conditions;
- 3) any force majeure events;
- 4) the Customer has not granted Viking the necessary access to the Equipment;
- 5) in case of Planned Maintenance;
- 6) a defect or any other problem associated with equipment connected by the Customer to Viking's Network Termination Point or the Customer's Demarcation Point, e.g. the Customer's LAN;
- 7) any interruption or deterioration of the existing Services that may have occurred as a result of updates or changes to the Service requested by the Customer;
- 8) any damage or deterioration of submarine cables;
- 9) malfunction of a Customer's Software that has been overhauled, including failure to shut down or load the Software;
- 10) DNS operates outside Viking's direct control; for example, in all cases where a domain is not managed by Viking on its DNS servers;
- 11) the customer's accounting situation shows anomalous balances compared to the agreed balances.
- 12) in the event of flooding, fire or bursting of the premises where the Equipment is located.

### 16. **Terms and Conditions of Invoicing and Payment**

16.1 Invoices for the Activation Fee shall be issued in connection with the activation of the Service. Monthly fees shall be invoiced on the first day of each month. On the first month, the month of activation, at the same time as the invoicing of the Activation Fee, the Monthly Charge shall also be invoiced in proportion to the remaining days of service in the current month. Each invoice shall state the reference to the Purchase Order or Offer countersigned with a description of the Customer's Service(s).

16.2 Payment of invoices, issued as described above, shall be made by: DIRECT DEBIT PAYMENT.

### 17. **Assignment of the Agreement**

17.1 The Customer may not assign this Agreement, in whole or in part, to third parties without the prior written consent of Viking.

17.2 If Viking agrees to the assignment, the Customer shall not be released from its obligations pursuant to Section 1408(2) of the Italian Civil Code.

17.3 Viking may assign this Agreement, as well as all or part of any claims hereunder to third parties, without prejudice to the Customer's right to exercise and protect its rights under this Agreement against third party assignees.

### 18. **Intellectual property rights, licences for use, use of the customer's logo/brand**

18.1 If Viking has provided the Customer with software, packages and/or computer media, application programs and any other accessories (including the user manual) necessary for the use of the Services, the related intellectual property rights shall remain the exclusive property of Viking or its licensors, and upon termination of this Agreement, any user licences granted in favour of the Customer shall also terminate.

18.2 The Customer may not, unless expressly authorised by Viking, reproduce, duplicate, or allow others to reproduce or duplicate all or part of the contents of the aforementioned software, packages and/or computer products, or the related user manuals, or transfer them to third parties for a consideration or free of charge, or allow them to be used by third parties.

18.3 Viking shall be entitled to use the customer's name and company logo/brand in publications on marketing material as well as on its own company website. It is forbidden for Viking to grant the use/assignment/subpublication (in whole or in part) of the above logo/brand to third parties. Use in contexts and for reasons other than those listed above and/or which may cause harm or damage to the customer is prohibited. Such use is to be considered as entirely free of charge for both parties and it is valid indefinitely unless the customer notifies otherwise in writing.

## 19. Privacy

Viking provides the customer with the information of Art. 13 European Privacy Regulation no. 679/2016 ('GDPR'), on the purposes and methods of processing personal data. In this regard, the customer declares to have received appropriate information (Annex-A below).

19.1 Personal Data Processing. The processing of the Customer's personal data is carried out in accordance with current privacy regulations, with particular reference to the requirements of Regulation (EU) no. 2016/679. Viking Srl is the Data Controller of the Customer's personal data processed for the purpose of the completion and execution of the Agreement. The duration of the processing is strictly related to the contractual object; the data shall be processed according to the purposes of the agreement, functionally to the fulfilment of the contractual object and legal obligations, in accordance with the privacy policy issued to the Customer. The Data Controller guarantees the confidentiality of the Customer's personal data processed for the execution of the Agreement, subject to legal obligations.

19.2 Purposes of processing. The data shall be processed lawfully and fairly:

- a. for Service Purposes (Art. 6(b), (e), (f) GDPR - agreement, legal obligation, legitimate interest), and in particular:
  - i. to fulfil legal and tax obligations to which the Controller is subject;
  - ii. for and in connection with the performance of the Agreements to which the Customer is a party and for pre-contractual measures taken at the Customer's request;
  - iii. in the event that it is necessary to ascertain, exercise or defend a right in a court of law, for the pursuit of a legitimate interest that the Controller has identified on the basis of the balancing of interests carried out; the pursuit of a legitimate interest of the Controller;
  - iv. for the fulfilment of legal obligations.
- b. for Marketing Purposes (Art. 6(a) GDPR - Consent), and in particular: to inform the Customer, by ordinary letters, telephone calls, e-mails, SMS, MMS, notifications and newsletters of Viking's initiatives and offers and to propose questionnaires and market research).

## 20. Interpretation of the Agreement, Applicable Law and Place of Jurisdiction

20.1 The Agreement and the obligations arising therefrom shall be governed entirely by the Italian law.

20.2 For all disputes relating to the Agreement, including those relating to its validity, interpretation, execution and termination, the Court of Pistoia shall have exclusive jurisdiction.

20.3 Customers who complain about the infringement of one of their rights or interests, or who intend to take legal action, must first make a mandatory attempt at conciliation, in accordance with the "Regulation on Dispute Resolution Procedures between Users and Electronic Communications Operators (Resolution No. 203/18/CONS). Moreover, pursuant to Article 4 of Annex A to Resolution 203/18/CONS, the dispute resolution procedures before the Corecoms and, where applicable, before the Communications Guarantee Authority, provide for the relevant participation through the ConciliaWeb platform.

In respect of the aforementioned disputes, the Customer must not bring a legal action until a compulsory attempt at conciliation has been made to that end, the time limits for bringing a legal action shall be suspended until the expiry of the time limit for concluding the conciliation proceedings. The Customer is also aware that the following are excluded from the scope of application of AGCOM Resolution No. 203/18/CONS:

- i. disputes relating solely to the recovery of claims in respect of services rendered by Viking, with the exception of disputes concerning claims or services disputed by the Customer;
- ii. disputes brought pursuant to Articles 37, 139, 140 and 140-bis of the Consumer Code;
- iii. disputes relating exclusively to tax profiles.

## Article 21 - General Provisions

### 21.1 Security

The Parties, for any activities scheduled to be performed at the Customer's premises, undertake, each to the extent of its own competence and responsibility, to fully comply with the provisions of Legislative Decree No. 81/2008 and subsequent amendments and additions; therefore, during the performance of the services covered by the Application Deeds, they shall adopt suitable preventive measures to safeguard the safety and health of workers.

### 21.2 Confidentiality

For the purposes of these Terms and Conditions, "Confidential Information" means information disclosed to a Party (the "Receiving Party") by another Party (the "Disclosing Party") under these Terms and Conditions (i) in writing or other tangible form and identified in writing or marked by the Disclosing Party at the time of such disclosure as "Confidential" or other wording of similar meaning or (ii) in oral or visual form, provided that they are identified by the Disclosing Party as Confidential at the time of such disclosure

and confirmed in writing by the Disclosing Party to the Receiving Party with such confidentiality wording within 30 days of such oral or visual disclosure.

Each Receiving Party undertakes to:

- A. keep Confidential Information confidential and not to disclose it or otherwise make it available to third parties, except as provided for in paragraph (C) below;
- B. use Confidential Information only for the purpose of carrying out the activities provided for in these General Terms and Conditions;
- C. not to copy or modify, or permit any person to copy or modify, in whole or in part, the Confidential Information, except to the extent strictly necessary for the use permitted under (B) above;
- D. limit access to and use of the Confidential Information to its own personnel or its consultants involved in the execution of these General Terms and Conditions to the extent strictly necessary for such execution;
- E. require its consultants and personnel under (D) to comply with the obligations set out in these General Terms and Conditions;
- F. at the option of the Disclosing Party, to return to the Disclosing Party or promptly destroy and delete from the memory of any computer in its possession all Confidential Information and complete or partial copies thereof in its possession, certifying the destruction and deletion thereof to the Disclosing Party, and to refrain from any further use of the Confidential Information and any part thereof when such Confidential Information is no longer required for the use permitted by paragraph (B) above;
- G. notwithstanding the foregoing provisions, not to remove or in any way delete, in whole or in part, any copyright or other reservation of rights notation affixed thereon, from copies of any software, documentation or other materials provided by the Releasing Party or from the related media or packaging;
- H. notwithstanding the foregoing provisions, to subject the Confidential Information in its possession or control to protective measures, which shall be in any event no less stringent than those adopted for its own confidential information, against unauthorised access, use, copying, modification and/or disclosure.

The foregoing undertakings shall not apply to information that is publicly available at the time of disclosure to the Receiving Party or becomes publicly available thereafter through no fault of the Receiving Party, or that the Receiving Party can prove:

- i. to be already lawfully known to it, free of any confidentiality restrictions or limitations on use, before receiving them from the Disclosing Party;
- ii. or to have been communicated to it by third parties without any confidentiality restrictions or limits on use;
- iii. or to have been independently developed by it.

The aforesaid undertakings shall also not apply to the information that each Party is obliged to communicate or disclose pursuant to a lawful disclosure order of any Authority. In the latter case, where permitted by the Authority, said Party shall give immediate written notice to the party owning the Confidential Information so that the latter may request the most appropriate legal measures to protect its interests. The Confidential Information and any modification, processing or derivative work thereof are and shall remain the exclusive property of the Owning Party and its assignees. Neither these General Terms and Conditions nor the disclosure of Confidential Information provided herein shall be construed as conferring upon the Receiving Party any rights to licences or other rights of use in respect of patents, patent applications, copyrights or any other industrial and/or intellectual property rights in the Confidential Information, modifications, processing and/or derivative works and/or data or information included therein. The commitments of these General Terms and Conditions shall remain in force for two years from the date of communication of the Confidential Information to the Receiving Party, even after termination for any cause of the Agreement. In the event of violation of any of the above obligations, the non-defaulting Party may terminate any Application Deeds pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to claim damages.

### 21.3 Changes to the text of the Agreement

Except as otherwise expressly agreed in this Agreement, neither party can, without the prior written consent of the other party, make changes, additions or deletions, of any nature or extent whatsoever, to the subject matter of the Agreement or to the terms hereof. Any amendments, additions or corrections to this Agreement shall therefore only be valid if agreed in writing and signed by the legal representatives of the Parties or by persons with appropriate powers.

### 21.4 Communication between the Parties and Contractual Domiciles

Any communication between the Parties arising out of, in connection with or related to this Agreement and the Application Acts, unless otherwise provided for, shall be made in writing and sent via PEC to the following addresses:

- i. to [viking@legalmail.it](mailto:viking@legalmail.it).
- ii. for the Customer at the CEM address indicated in the Offer.

#### 21.5 Suppliers

The Customer expressly agrees that Viking, in providing the Services, may use suppliers chosen at its sole and exclusive discretion, to whom Viking may entrust the performance of all or some of the activities under this Agreement.

#### 21.6 Validity of the Agreement and Invalid Clauses

This Agreement contains the entire discipline of the relationship between the Parties with reference to its subject matter, and all previous understandings and agreements between the Parties are hereby superseded. If any provision of this Agreement is or becomes invalid, and/or if one or more of the provisions cannot be fulfilled in a timely manner, for any reason other than the non-performance of the obligated Party, the remaining provisions shall remain in full force and effect, it being understood that the Parties agree as of now to negotiate in good faith for the purpose of replacing such provision with another valid and effective provision. Any tolerance by either Party of conduct by the other in violation of the provisions contained in this Agreement shall not constitute a waiver of rights arising from the violated provisions nor of the right to demand the exact fulfilment of all terms and conditions herein.

#### 21.7 Tax Clause

Any expenses, taxes or fees in any way pertaining to the Agreement shall be borne by the Customer, unless otherwise provided. This Agreement, the subject matter of which is transactions subject to value added tax, pursuant to Articles 3 and 4 of Presidential Decree No. 633 of 26.10.1972, is subject to registration only in the event of use and with payment of the fixed rate tax pursuant to Articles 5 and 40 of Presidential Decree No. 131 of 26.4.1986.