

General Terms of Service

Introduction

The present General Terms of Service (the “Terms of Service”), Specific Conditions (the “Specific Conditions”) provided by the order of services (the “Order”) apply to the license of the software “SPORTRICK” (the “Software”) and to the provisions of services in order to use the Software (the “Services”) provided by SPORTRICK TECH S.r.l., with registered office in Reggio Emilia, via Brigata Reggio 28, 42124, VAT number: 02795590351 (the “Supplier” or “SPORTRICK TECH”), to corporate bodies, legal persons, (the “Clients” or “Client”) (collectively as the “Parties”) under the terms and conditions of this Agreement.

SPORTRICK and the Client will be indicated as “Parties” or severally as Party. The General Conditions and the Order will be indicated jointly as “Agreement”

Definitions

Service: the services offered by SPORTRICK TECH to the Client in order to use the software SPORTRICK.

Software: SPORTRICK’S software.

Agreement: General Terms of Service and the Order.

API: SPORTRICK’S application programming interface provided by the Software, as described at <https://api.sportrick.com/help>, its updates and any other application programming interfaces that are developed and made available by SPORTRICK TECH to the Client in order to interact with or otherwise be used in connection with the Services.

Infrastructure: means all computational source and middleware software necessary for the use of the SPORTRICK’S software.

On-line Documentation: means the documentation available on the website at <http://wiki.sportrick.com> concerning technical and functional requirements in accordance with the Software version.

Personal Data: any information concerning natural persons that are identified or identifiable. Identifiable means the natural person can be identified directly or indirectly, by specific reference to an identifier such as name, number of identification, data of localisation, online identification or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

License to use: the terms of use of the Software under the Agreement. This does not constitute sale or transfer of any title or property’s right of the Software, updates, documentation and any other application/program eventually connected to the use of the Service.

Law: Laws of the Republic of Italy

Third parties: refers to legal entities other than the Parties of the Agreement and/or any other providers different from SPORTRICK TECH.

Fee: the compensation corresponded to SPORTRICK TECH by the Client for the use of the Services and software’s Licence to use

Professional diligence: attention and caution standards that the Parties of the Contract have to pay in fulfilment of contractual obligations, which have to be evaluated regarding the nature of their business

Good Faith: Good faith means contractual Parties’ behaviour based on loyalty, honesty and correctness as a way to assure that the other Party will correctly fulfil the prescription of the Agreement

Negligence: means not adequate, not diligent, not careful behaviour of one of the Party and/or contractual Parties to fulfil the contractual obligations.

Further definitions are also contained in the Specific Conditions with regards to every Order.

Art. 1. Terms of Service and Specific Conditions.

Art.1.1. These Terms of Service set forth by the terms and modalities under which SPORTRICK TECH grants to the Client the License to use the Software and offers the related Services on the cloud through an on-line platform.

The Specific Conditions and particular provisions regarding the Services are included in the Order (the "Order") that indicates further specific provisions regarding the Parties' obligations.

Art. 1.3. The Terms of Service and the Order regulate the relation between the Parties.

Art. 1.4 In case of conflict between the provisions set forth by these Terms of Service and the Order, the Order shall prevail. Particularly this means that the order of prevalence shall be the following: Order, Terms of Service.

Art. 1.5 Services provided by SPORTRICK TECH to the Clients are described by the Order (the "Service" or "Services").

Art. 2. Software's License.

Art. 2.1 According to the modalities and terms set forth in the Terms of Service, SPORTRICK TECH grants to the Client a non-exclusive, non-transferable License to use the Software and for the duration provided by the Order (the "Duration"). The Licence to use is settled "as is based", so the Client has to verify the adequacy related to the necessity he has.

Art. 2.2 The License to use is granted from SPORTRICK TECH to the Client. The guide of this License to use shall be included to the On-line Documentation.

Art. 2.2 The License to use shall not include the Software's source code, neither documentation regarding to its development.

Art. 3. Conclusion of the Agreement

Art. 3.1 The Agreement shall be deemed to have been concluded and shall be effective at the date when the SPORTRICK TECH shall receive the Order signed by the Client and filled in every part, under the conditions of these Terms of Service. The Order sent to SPORTRICK TECH shall constitute as the Client's acceptance of these Terms of Service and of the documentation that is an integral part of the Agreement.

Art. 3.2 The Order constitutes the commercial offer by SPORTRICK TECH to the Client.

Art. 3.3 SPORTRICK TECH shall send to the Client a signed copy of the Client's Order and these Terms of Service to the Client's e-mail contained in the Order.

Art. 4. Fee, terms of payment and invoice.

Art. 4.1. The fee, terms of payment and invoice regarding the License to use and the Services are provided by the Order.

Art. 4.2 Only regarding the cloud provision of the Software and the Services selected by the Client with the exception of the case when different terms of payment and invoice are indicated in the Order, the Client shall have the obligation to make the payment through his own electronic rechargeable wallet at <http://store.sportrick.com>, when it is active, and in accordance with the Order automatically generated as per Art. 9.2. In this case, SPORTRICK TECH shall have the obligation to invoice electronically the Client, and the invoice shall contain the identification code of the transaction.

Art. 4.3 As provided by Art. 4.2, the Client may recharge his own electronic wallet at store.sportrick.com and under the conditions provided therein. In case of full consumption of the credit or when there is not sufficient credit in order to use the Software and the Services selected by the Client, SPORTRICK TECH shall terminate the provision of Services and Software to the Client. SPORTRICK TECH shall activate the Services and the Software to the Client only when the Client shall recharge his electronic wallet and have sufficient credit, according to his Order, to use the Software and the Services.

Art. 4.4 The service fee will be revised every year according to the inflation rate of the 12 months preceding the month of December that predates the year of the service fee. The revaluation will be applied immediately on the service fee. In case of a negative variation of the inflation rate within the current year, the service fee will be the same as the previous year.

Art. 5. Property of the Software, prohibition of assigning and sub-contracting.

Art. 5.1 The Software and Service's documentation available of SPORTRICK TECH are the exclusive property of SPORTRICK TECH.

Art. 5.2 The Client shall be prohibited from distributing, assigning or sub-licensing, or, at any case from granting the free or payed use of the Software and any documentation regarding to the Software, to third parties (including controlling, controlled and affiliate companies of the Client's Group), except when the Order shall contain the express provision.

Art. 5.3 The Client shall be prohibited from assigning this Agreement without the prior written authorization of SPORTRICK TECH and in particular to assign any or part of the rights and obligations under these Terms of Service and the Order.

Art. 5.4 SPORTRICK TECH shall have the right to sub-contract the provision of the Services as set for in Art. 1.5, in whole or in part, to third parties as sub-providers. When applicable, provider's licenses of use shall apply as set forth by Art. 6.4 of these Terms of Service.

Art. 6 Know-how, intellectual and industrial property rights.

Art. 6.1 The Client shall recognize that SPORTRICK TECH is the only proprietor of the know-how and the intellectual and industrial property rights regarding the inventions and the Software (including but not limited to source code, script, documentations and studies of the Software etc.) and anything developed, produced and realized in order to execute the Orders in the sole interest of the Client, including industrial procedures and methods, provided that the Client's right to use them under the terms and conditions provided by the Law and this Agreement.

Art. 6.2 At any case, except what expressly allowed by the applicable law, the Client shall be obliged not to copy, sub-license, lease, rent, sell, de-compile, reverse-engineer, disassemble, obtain the source code, modify or translate, de-compile or create works or act illegally and fraudulently on the developed or licensed programmes in execution of the Order or exceeding the rights set forth by this Agreement.

Art. 6.3 Whereas SPORTRICK TECH shall use services provided by third parties' providers, the license of use of these third parties shall govern the relationship with the Client and shall prevail any provisions not complying with this Agreement under the limits of the before-said licenses. The Client shall undertake to accept and comply with the terms of the aforementioned licenses and shall acknowledge that these licenses shall bind the Client and the third parties' providers, without any liability for SPORTRICK TECH.

Art. 7 Warranty of Software's functionality.

Art. 7.1 SPORTRICK TECH shall guarantee only the Software's conformity to technical specifications and functionalities as set forth in the On-line Documentation in accordance with the Software's version.

Art. 7.2 SPORTRICK TECH shall guarantee for the duration of one month from the first installation in case of on premise provision of the Software, or from the first access in case of cloud provision of the Software, the operation of the Software, provided that the Client shall use it in a proper manner and according to technical specifications documents as described and available on the website <http://wiki.sportrick.com>, in accordance with the related Software's version.

This warranty is granted under the following requirements:

- a) in case of on-premise provision of the Software, in conformity with the Client's infrastructure and hardware systems to the technical and functional requirements as described and available on <http://wiki.sportrick.com>, in accordance with the last Software's version;
- b) in case of cloud provision of the Software, the conformity to the Software of Client's local hardware systems;

This warranty shall be valid provided that the appropriate functioning and correct use of the Client's hardware and software systems and shall only apply to the Software's defects of functioning, excluding defects of functioning deriving from the failure to comply with the requirements contained in the On-line Documentation, in accordance with the related Software's version and Client's incorrect use of the Software.

Art. 7.3 It is understood that any direct Client modifications to the Software or its configuration will result in an immediate termination of the warranty as set forth in Art. 7.1 and 7.2.

Art. 7.4 The warranty of this article shall not apply in the event that SPORTRICK TECH grants the Client the License to use of the Software in a customized version according to specific procedures that the Parties shall set forth under the Special Conditions.

Art. 8. Exclusions of liability

Art. 8.1 SPORTRICK TECH shall guarantee to the Client the provision of the Services as described in art. 10 of this Terms of Service. SPORTRICK TECH has been granted the right for the use of the Software in the performance of the Agreement, in order to provide technical improvements to the Software and to update it. The performance shall be interrupted for adaptive and corrective maintenance activities as described in Art. 10.1 of these Terms of Service.

Art. 8.2. It is understood that SPORTRICK TECH shall not have the obligation to carry out backup activities or to make in any form security copies of the information and data owned by the Client or third parties (the "Content") uploaded by the Client in his own infrastructure in case of on-premise provision of the Software, or in the infrastructure provided by SPORTRICK TECH in the case of cloud provision of the Software. The activity of backing up the Content shall be the exclusive Client's responsibility, who shall therefore choose and adopt the related security measures for the loss of the Content, at his own expense.

Art. 8.3. SPORTRICK TECH shall not be subject to any obligation regarding the control or the monitoring of the Client's activity and Contents, for which the Client shall be and remain the solely responsible and holder. SPORTRICK TECH shall not be in any case responsible for the Content nor for the use of the Software and the Services by the Client or third parties authorized by the same and for any direct or indirect damage that third parties may suffer as a result of a Client or third parties authorized 's fault or negligent.

Art. 8.4 Upon expiry of the Agreement or upon the occurrence of any event resulting to the termination of the Agreement for any reason, the Client has the right to ask for a copy of the Content hosted in the Infrastructure within the next 30 days from the occurrence of the events mentioned above, at the Client's expense. Once the term has expired, SPORTRICK TECH shall delete the Content, unless the conservation is not compulsory for the fulfilment of legal obligations, regulations or requests from the authority.

Art. 8.5 SPORTRICK TECH shall not be liable in any case for damages, direct or indirect, by the Client or third parties due to the use or non-use of the Software and Services, except if provided by Law.

Art. 9 Use of Software and Services

Art. 9.1 With regard to the on-premise provision of the Software and the Services, the Client shall undertake to use the Software in full compliance with Articles 5 and 6 and with all provisions of this Agreement regarding the License to use. Following the installation of the Software by the Client in their hardware systems, the Client may choose to purchase also the updates of the Software concerning only the adaptive and corrective maintenance, as specified in the related Order.

Art. 9.2 With regard to the cloud provision of the Software and the Services and in order to access the Software platform and use the selected Software and Services, the Client shall be required to create an account through the on-line registration procedure at www.sportrick.com. Through this website, the Client can request a trial period of 30 days (thirty) to test the Software. During the trial period, the Client shall not fill the registration form with information about any real natural person. Once the trial period has elapsed, the environment will no longer be active and any data it might contain will be deleted. SPORTRICK TECH shall not be in any case responsible for damages, direct or indirect, to the Client or to third parties arising from the Client's failure to update the Services.

Art. 9.3 It is understood that these Terms of Service shall be considered to have been accepted and signed by the Client from the date when he applies for an account according to the procedure described in art. 9.2 and they shall apply also during a requested trial period.

Art. 9.4 Only with regard to the cloud provision of the Software and Services, "First Level Help Desk" shall be provided (the "Support Services"). The purpose of the service is giving support in order to consent the continuity of the system's use. The requests have to be indicated on the customer care portal at <http://help.sportrick.com> and SPORTRICK TECH will answer to the questions about ordinary management procedures, initiated from Clients trained from SPORTRICK TECH. It will be possible to notify hardware and/or software malfunctions on SPORTRICK TECH's devices in order to

have the first support to the diagnosis and eventually a rapid solution to the problem. Support Services shall not provide any form of training on the use of the system.

10. Service Level

Art. 10.1 The Service Level shall define the functionality of the Software

Uptime Commitment: SPORTRICK TECH shall make the Service available to the Client on a twenty-four hour, seven days a week (24x7) basis at a rate of 99.7% (“Uptime Requirement”). The Uptime Requirement will commence on the date of the first access of the Software Service with a paid subscription (“Commencement Date”).

Measurement Method: The Uptime Requirement will be measured over each consecutive twelve (12) month period ending on the anniversary of the Commencement Date (each, a “Measurement Period”). The Uptime Metric percentage will be calculated based on the following function:

$$(Total - (Non-excluded - Excluded)) / (Total)$$

Where:

- Total: means the total number of minutes in the Measurement Period
- Non-excluded: means downtime during Measurement Period that’s not excluded
- Excluded: means downtime or performance issues caused by any of the following:
 - Scheduled maintenance for which SPORTRICK TECH shall give the Client at least a forty-eight (48) hours’ prior notice
 - Force majeure event (as described in the Agreement)
 - Overall Internet congestion, slowdown, or unavailability
 - Suspension or termination of Service by SPORTRICK TECH pursuant to the Agreement
 - Client’s equipment or third-party telecommunications, computer hardware, software, or network infrastructure not within the scope of control of SPORTRICK TECH

Software Service Credits: If the Service fails to meet the Uptime Requirement during the Service Period, as the Client’s sole and exclusive remedy, the Client shall receive a credit to its account as follows:

Availability	Credit
99,7% or higher	No Credit
98%-99,6%	One (1) free month of Service
95%-97,9%	Two (2) free months of Service
90%-94,9%	Six (6) free months of Service
Below il 90%	Twelve (12) free months of Service

Credit Requests

If the Client believes the Uptime Requirement has not been met in a Measurement Period, in order to receive credits the Client must send a request via email to support@SPORTRICK.com no later than thirty (30) days after the end of the applicable Measurement Period. The email must include dates, times and descriptions of each instance of downtime, and any supporting calculations. All properly submitted credit requests will be verified against SPORTRICK TECH’s logs and system records.

To be eligible for a credit hereunder, the Client must maintain a paid subscription in good standing for a minimum of twelve (12) consecutive months. You are not eligible to receive credit for any Measurement Period in which you breached the Agreement or failed to meet your payment obligations to SPORTRICK TECH. Credits will be applied to future services only, and any unused credits will be non-refundable upon termination of the Agreement. Beta and trial services are excluded from the application of this article.

Art. 11 Use of Services and Client’s liability

Art. 11.1. The Client shall undertake to use professional diligence and good faith during the performance of the Agreement in order to not cause any damages to SPORTRICK TECH or third parties.

Art. 11.2 The Client shall undertake to use the Software and the Services, within the terms agreed in these Terms of Service and in accordance with the provisions of art. 8.1, as well as to ensure compliance by its employees and/or

consultants and/or agents in any capacity of the Client, controlling, controlled or affiliate companies as members of the same Client's group, with the provisions of these Terms of Service.

Art. 11.3 In the case of cloud provision of the Software, in compliance with the provisions of Art. 9.2 with regard to the use of the Software, the Client shall undertake to provide accurate, truthful and up-to-date information, being the sole responsible Party for any damage caused by failure to comply with this obligation and the confidentiality of the authentication credentials, including the password. SPORTRICK TECH is not responsible for any damage in which the Client may incur for the use of the password, the authentication credentials and the account by third parties, of which the Client is aware or for improper uses, such as unauthorized or illegal use of the account, the password and the credentials attributable to the Client or third parties.

Art. 11.4 In any case, the Client shall be personally and directly responsible for the acts committed in violation of the provisions contained in the Agreement made by its employees and / or consultants and / or appointed in any way of the Client, including controlling, controlled or affiliate companies as members of the same Client's group.

Art. 11.5 In the event that the damage referred to in Art. 11.1. due to the negligence and/or bad faith of the Client, the Client shall undertake to keep SPORTRICK TECH harmless and free from any claim for damages.

Art. 11.6 Without prejudice to the right to any compensation for damages incurred, in the cases referred to in the previous Art. 11.2, SPORTRICK TECH shall reserve his right to terminate the Agreement. The termination shall be communicated by e-mail to the Client.

Art. 11.7 It is forbidden for the Client to request the performance of the Orders for illegal activities or in any case in violation to the Law and/or the third party's rights, in which case, SPORTRICK TECH shall have the right to terminate the Agreement. The termination shall be communicated by e-mail to the Client.

Art. 11.8 The Client is personally responsible for the liceity of the configuration of the Software in according to the Law provisions.

Art. 11.9 The Client is prohibited to, directly or through a third party:

- translate, modify, disassemble, decompile, alter programs or part of them used by SPORTRICK TECH to provide the Services, as well as copy materials provided by SPORTRICK TECH to offer the Services;
- use the Service to commit illegal acts, such as, by a way of example, acts of hacking, transmitting malware, distributing viruses, worms, files, documents and other elements of a destructive or deceptive nature;
- favour, perform or promote acts and content of child pornography, racist, violent, defamatory nature or infringe the copyrights, trademarks, patents or other intellectual or industrial property rights of third parties, as better specified in Art. 6;
- disable or interfere with the use of the Services by other SPORTRICK TECH'S Clients;
- generate, distribute, publish or facilitate unsolicited bulk e-mails, promotions, advertisements for other solicitations ("spam") or to engage in phishing activities, scams, etc;
- use the Services to access any other SPORTRICK TECH'S product or service in violation of the Agreement;
- use the Services provided in a way that may cause damage or disservice to SPORTRICK TECH or to third parties in general;
- use the Services to circumvent storage limits or other contractual limitations.

Upon the occurrence of one of the above cases, SPORTRICK TECH shall have the right to suspend the Order or terminate this Agreement, by sending a communication by e-mail to the Client.

Art. 11.10 Without prejudice to the right to any compensation for damages incurred to SPORTRICK TECH, the Client shall undertake to promptly notify SPORTRICK TECH of any unauthorized use of the Service and/or the credentials by third parties or any breach found.

Art. 12. Limitations of Liability for lack of performance (failure to fulfil)

Art. 12.1 The Client shall acknowledge that the Services provided by SPORTRICK TECH may not achieve the objectives or have the effects that the Client itself has set, despite SPORTRICK TECH's best diligence and professionalism, and the use of state of the art techniques and procedures in order to provide the services. Within the limits allowed by applicable law, SPORTRICK TECH and / or its affiliated companies shall not recognize any warranty, including those of merchantability and suitability of the Services for specific purposes, or any other express or implied warranty, except for the provisions of Art. 7.2 of these Terms of Service. The Client shall also acknowledge that SPORTRICK TECH shall not be held responsible under any circumstances for delays or malfunctions during the provision of the Services or any inability to use the Services, dependent on events beyond the reasonable control of SPORTRICK TECH, such as, by a way of example:

- a) events of force majeure;
- b) events dependent on third parties, including but not limited to, the interruption or malfunctioning of the networks and/or power lines;
- c) malfunctioning of the terminals or other communication systems used by the Client or improper use of the same and / or the methods of access to the Service by the Client or third parties;
- d) the Client's acts or omissions or in general any other act in contrast to the obligations assumed by the Client according to these Terms of Service or the Order and, more generally, malfunctions caused by an improper use of the Services by the Client or third parties.

Art. 12.2. In the cases referred to in Article 12.1. and in any case referred to in Art. 10 SPORTRICK TECH shall not, under any circumstances, be held responsible towards the Client or third parties for the loss of profit, loss of income, or for any other form of loss of profit or for damages in any way caused or arising from the performance of these Terms of Service or any single Order.

Art.13. Amendments of the Terms of Service

Art.13.1 SPORTRICK TECH shall have his right to change these Terms of Service at any time, as well as the terms of the Orders, and shall notify the Client by sending an e-mail with at least a 15 (fifteen) days' notice or by posting the amendments on the website [www. SPORTRICK.com](http://www.SPORTRICK.com), and the said amendments shall take effect after 15 (fifteen) days from the date of said publication or of the sending of the e-mail.

Art. 13.2 In the case of amendments, the Client shall have the right to withdraw the Agreement by sending an e-mail to SPORTRICK TECH within the same period of 15 (fifteen) days referred to in the previous paragraph: once this period collapses without any communication from the Client, the amendments shall be considered to be known and accepted by the Client, as well as binding upon it.

Art. 13.3 Without prejudice to the above provision, SPORTRICK TECH may vary the technical specifications, resources and systems due to the technological evolution of the hardware and software components, guaranteeing the same Services to the Client.

Art. 14 Duration, suspension and right to withdrawal

Art. 14.1 The duration of the Agreement for SPORTRICK STANDARD, SPORTRICK PROFESSIONAL and SPORTRICK ENTERPRISE subscriptions is 1 (one) month from the date of the signing of the Order, in compliance with the provisions of the Agreement. For these subscriptions, the Agreement shall be considered automatically renewed for the duration of 1 (one) month from the expiration date, without prejudice to the Parties' right of withdrawal in accordance to the provisions of Art. 14.4 and 14.2 of the Terms of Service.

For SPORTRICK NET and SPORTRICK PPP subscriptions, the duration of the Agreement is 12 months, which automatically renews unless a written request of cancellation is provided with a notice of 90 days.

Art. 14.2 SPORTRICK TECH shall have the right to suspend the License of use and the access to the Software, as well as the provision of the Services, without any prior notice and without this right being disputed to SPORTRICK TECH as non-fulfilment or breach of the Agreement:

- a) in the event of non-payment, even if the omission is related to one of the Services or Products ordered by the Client, according to the methods and terms set forth in Articles 4.1 and 4.2;

- b) in the specific case in which the Client has failed to pay the monthly-subscription fee, for example by cancelling the direct debit;
- c) in case of on premise provision of the Services, in the event the term of 90 (ninety) days from the invoice payment deadline has expired;
- d) in case of events of force majeure;
- e) there are reasonable grounds to believe that the Software and the Services are used by unauthorized third parties;
- f) the suspension is requested by the Judicial Authority;
- g) in the event that the Client will use the Software in the way to determinate unavailability or performance issues to the infrastructure.
- h) the Customer uses defective devices that may cause security problems and damage to the integrity of the network and the use of the Services offered by SPORTRICK TECH;

Art. 14.3 In the cases provided for by Art. 14.2, the Service shall be reactivated again only after the signing of a new Order.

Art. 14.4 The Parties may terminate the Agreement by sending an e-mail within 15 (fifteen) days' notice with respect to its expiry date. At any case the Client shall have the right to delete his own account on <http://store.sportrick.com> and this shall constitute the termination of the Agreement by the Client.

Art. 14.5 In the event that the Client shall not comply with the provisions of Article 13.3, the Client shall nevertheless be obliged of payment for the Services selected through the Order for the duration of the Agreement, even if such Services shall not be used by the Client for any reason whatsoever, without prejudice to the right to compensation for SPORTRICK TECH's damages, as well as the default interest pursuant to Legislative Decree no. 231/2002.

Art. 15 Express Termination.

Art. 15.1 SPORTRICK TECH shall have the right to unilaterally terminate the Agreement, by means of simple written communication to be sent to the Client by e-mail, in the event of non-fulfilment of the Client's obligations referred to in Articles 11.3, 6.2 and 5, cases of non-fulfilment deemed serious and irreparable, expressing the intention to make use of this "express termination" clause.

Art. 15.2 The provision referred to in Art. 15.1 shall also apply to cases where the Client:

- has notices of protest, is declared insolvent, has been admitted or subjected to a bankruptcy procedure;
- in the event of requests or verifications notified by the Judicial and/or Administrative Authorities;
- without prejudice to the faculty of SPORTRICK TECH provided by Art. 13.2, in case of on premise provision of the Services and the term of 30 (thirty) days from the invoice payment deadline has expired without the Client's payment, SPORTRICK TECH may terminate the Agreement according to the methods set out in this article, granting the Client the possibility to request and obtain a copy of the Content hosted in the Infrastructure in the following 14 (fourteen) days, at the own Client's expense. After this term, the Content shall be deleted in any case. SPORTRICK TECH shall have the right to withhold any sums paid as a penalty (except for compensation for damages) and will be entitled to receive the amounts accrued up to the termination of the Agreement.

Art. 15.3 From the termination of the Agreement occurred in the cases provided for in the previous paragraph, the Services shall be deactivated and SPORTRICK TECH shall be entitled to charge the Client any additional charges that he has barred, without prejudice to his right to compensation of any damage suffered. No claims for damages can be made against SPORTRICK TECH by the Client, in relation to what is prescribed in this article.

Art. 16. Communications between the Parties

Art. 16.1 Except where otherwise expressly provided, the Parties shall agree that any communications in connection to this Agreement shall be made in writing, by means of Electronic Mail and to be made pursuant to these Terms of Service and/or Orders. The contact details of the Parties are specified in the Order.

Art. 17. Personal Data Protection

Art. 17.1 The Parties acknowledge that, according to art. 13 of EU Regulation 679/2016, they have reciprocally and adequately informed each other about the possible processing of Personal data arising from the Service provided under the Agreement and declare that they shall process personal data in accordance with the relevant Law.

Art. 17.2 With specific reference to the Services, SPORTICK TECH shall typically act as Data Processor, pursuant to art. 28 of EU Regulation 679/2016. The details about Personal Data processing, Client and SPORTRICK TECH's roles and responsibility are available on Personal Data Processing Agreement signed with the Client.

Art. 17.3 The Client authorizes SPORTRICK TECH, Zucchetti Hospitality srl, all companies of the Zucchetti Group (Zucchetti spa and its subsidiaries, associates and investee companies, its parent company and companies where Mr Domenico Zucchetti, Mr Alessandro Zucchetti, Ms Cristina Zucchetti or their spouse or children hold or will hold, directly or indirectly, the higher percentage of share capital) to extract from the database those data related to sales, access records, bookings and their details, in addition to geographical data, with the purpose of exposing them in anonymous or aggregated form also through business- and artificial-intelligence tools.

Art. 17.4 Possibility to access data with the purpose of measuring the system usage according to the parameters established by the service-supply formula. The control is performed by an automatic system that periodically checks the inserted data (such as active user profiles, access-control readers, facilities, transactions, API calls, sent emails, active integrations): in case the usage threshold established by the service-supply formula has been exceeded, the system can warn the Client and prevent the insertion of new data.

Art. 18. Confidentiality

Art. 18.1 The Parties shall mutually guarantee that their personnel and the personnel of any subjects appointed by them, shall treat as confidential any information and any other data that they become aware of during or in relation to any activity concerning the performance of the Agreement.

Art. 18.2 The Parties mutually shall be obliged to keep all data and information in their possession as well as knowledge as a result of the Agreement confidential, meaning that the Parties will not to disclose the aforementioned in any way or form, nor can this information be used for any purpose different from those strictly necessary and functional for the performance of the Agreement. This obligation shall also apply to the ideas, methodologies and technical experiences that SPORTRICK TECH develops and /or carries out in performance of the Services as well as all the material for the performance of the Agreement.

Art. 18.3 Following what has been expressed up to now, the Parties are responsible for the exact same observance for their employees, consultants and / or collaborators, as well as their own sub-suppliers and employees, consultants and collaborators of the latter, of the obligations of confidentiality and secrecy.

Art. 19. Final provisions

Art. 19.1 This Agreement shall not create any fiduciary, work, association, de facto company or other relationship between the Parties. None of the Parties shall undertake, by means of the Agreement or otherwise, to assume any other Party's obligation, both regulatory and contractual, or to assume responsibility for the other Party.

Art. 19.2 This Agreement shall avoid and replace any other previous agreement that may have occurred between the Parties concerning the Services and shall constitute the final and complete expression of the agreements concluded between the Parties.

Art. 19.3 The eventual ineffectiveness and/or total or partial invalidity, of one or more clauses of the Agreement shall not invalidate any of the remaining provisions of this Agreement that shall have to be considered fully valid and effective.

Art. 19.4 For what is not expressly provided for by the Agreement, the Parties expressly refer to the legal provisions in force at the date of conclusion of the Agreement, as compatible.

Art. 19.5. The Agreement written in Italian is the only authentic text and shall prevail over other versions of the Agreement in any other language. In the event of conflict between the Agreement written in Italian and any other version in a different language, the version in Italian shall prevail.

Art. 19.6 SPORTRICK TECH shall reserve its right to include the Client's name, brand or distinctive sign in its Client's list including its customers, that may be published on www.SPORTRICK.com, as well as on other SPORTRICKTECH advertising and commercial material.

Art. 20. Applicable Law

Art. 20.1 This Agreement and the rights and obligations of the Parties set out in it shall be governed by, and construed in accordance with, the substantive laws of the Republic of Italy, excluding expressly the application of Vienna Convention of 1980 relating to contracts for the international sale of goods.

Art. 21. Jurisdiction

Art. 21.1 SPORTRICK TECH and the Client shall agree that in the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity and termination, the Parties shall refer the dispute under the jurisdiction of the Court of Reggio Emilia, with specific exception of any provisions of International Law and Conventions.

	SPORTRICK Tech S.r.l.
Name of the Client legal representative	
Data, stamp and signature	

Name of the Client	
Name of the Client legal representative	
Data, stamp and signature	

Specific Approval of Clauses by the Client.

According to articles 1341 and 1342 of Italian Civil Code, the Client declares to have read carefully and to approve in particular the following clause of Terms of Service: Art. 5 (Property of the Software. Prohibition of assigning and sub-contracting); Art. 6 (Know-how, intellectual and industrial property rights); Art. 8 (Exclusions of liability); art. 14 (Duration, suspension and right to withdrawal); art. 11 (Use of Services and Client's liability); Art. 12 (Limitations of Liability for defective performance (failure to fulfil)); Art. 13 (Amendments of the Terms of Service); Art. 15.1 (Express Termination.); Art. 20 (Applicable law); Art. 21 (Jurisdiction)

	SPORTRICK Tech S.r.l.
Name of the Client legal representative	
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