Schneider Electric Systems Italia S.p.A.
General Terms & Conditions of Sale of Goods and Services and License of Software (Italian law version)

Clause 1: Definitions

1.01 **"Affiliates"** means any legal entity which has an ownership interest in or is under a common ownership interest with a Party. In respect of the Seller, the term Affiliates does not include AVEVA Group PLC and its subsidiaries globally.

1.02 **"Agreement"** means, collectively, these Terms and Conditions and applicable Purchase Orders and any appendices hereto, including without limitation, the software licenses, pricing schedules, and delivery schedules.

1.03 **"Company"** shall mean the company which has executed this Agreement and/or a Purchase Order under this Agreement.

1.04 **"Days"** shall be calculated as calendar days unless otherwise specified under this Agreement.

1.05 **"Expenses"** shall mean all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller's personnel or subcontractors in performing Seller's obligations under a Purchase Order, as these expenses may be further detailed in a Purchase Order and the net tax costs of any non-deductible travel expenses for assignment of employees over one (1) year in locations not within a reasonable commuting radius of the employee's principal place of employment.

1.06 **"Goods"** shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.

1.07 **"Party"** shall mean either Seller or Company and "Parties" shall mean both Seller and Company.

1.08 **"Price"** shall mean the total value of a Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.

1.09 **"Purchase Order"** shall mean any purchase order signed by and between the Parties, either in paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Seller to the Company and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Seller and Company shall constitute separate contracts that incorporate the present General Terms and Conditions by reference and shall be governed by them. Such Purchase Orders may modify or replace certain provisions of the General Terms and Conditions of this Agreement only to the extent that the Parties have expressly agreed the specific modification or replacement of the relevant provisions under the General Terms and Conditions.

1.10 **"Seller"** shall mean Schneider Electric Systems Italia S.p.A. with registered office in Via Circonvallazione Est 1, Stezzano (BG), tax code 00732430152, VAT n. 02613640966.

1.11 **"Services"** shall mean the provision of testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training and any other services agreed upon between the Parties in Purchase Orders hereunder, excluding maintenance and support services which shall be rendered under a separate agreement. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

1.12 **"Software"** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding third party software, their related instructions manuals and documentation, for which Seller grants Company a license under a Purchase Order. The conditions of the Software license shall be set forth in Seller's end-user license agreement applicable to the particular Software at the time of delivery or, in the absence of such end-user license agreement, the software license terms contained herein. All modifications, enhancements, developments, additions or interfaces with other computer programs made by Seller, alone or jointly with Company, in the course of the performance of a Purchase Order shall be deemed owned by Seller and included in the Seller's Software and shall be subject to all rights and limitations set forth in the Seller's standard license agreement for such Software applicable at the time of delivery or, by default in the absence of separate end-user license agreement, the terms contained herein.

1.13 **"Specifications"** shall mean the Seller standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods, Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.

1.14 **"System Products"** shall mean integrated configurations of Schneider Electric Goods and/or Software furnished by Seller.

1.15 **"Third Party Products"** shall mean products and software of a third party vendor. If Third Party Products are supplied by the Seller under the Agreement, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. Third Party Products are quoted subject to price changes imposed by third party vendors between the date of Purchase Order encompassing such Third Party Products and the date of Seller's invoice related to that Third Party Product.

1.16 **"Warranty Period"** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein. Goods registered in the online Seller's Price Book as Measurement and Instrumentation ("M&I") Products shall be guaranteed for a period of twenty-four (24) months following the date of shipment, with the exception of M&I I/A Series pressure products which are guaranteed for five (5) years following date of shipment. Goods and Software registered as Triconex Products are guaranteed for a period of twelve (12)

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months following installation or eighteen (18) months following the date of shipment, whichever occurs first. Goods and Software registered as Foxboro Products other than M&I Products are guaranteed for a period of twelve (12) months following the date of shipment. System Products are warranted for one (1) year from the date of shipment of the system. Spare Parts for the above are guaranteed for three (3) months, unless used for repair and replacement during the Warranty Period, in which case, the spare parts shall be guaranteed for three (3) months or until the end of the initial Warranty Period, whichever comes last. Avantis Software is guaranteed for a period of six (6) months from the date of execution of the relevant Purchase Order. Wonderware Software is guaranteed for a period of 90 days from the date of delivery. ScimSci-Esscor Software is guaranteed for the period set forth in the relevant license. Refinery Offsites Software is guaranteed for one (1) year from the date of the license. Services are warranted for a period of thirty (30) days following their performance. Products normally consumed in operation or which have a normal life inherently short, including but not limited to consumables such as flashtubes, lamps, batteries, storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Seller, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed in the process, whichever occurs first. Third Party Products are warranted as stated in Clause 1.15.

Clause 2: Sole Agreement

2.01 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Company in connection this Agreement, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement. In the event of any conflict between the terms of these General Terms and Conditions and any Purchase Order, the provisions of these General Terms and Conditions shall govern unless expressly agreed upon by the Parties under the Purchase Order and modifications made by the Purchase Order to these General Terms and Conditions are required to comply with local applicable laws.

2.02 It is understood that neither Party is obligated to enter into a Purchase Order under these General Terms and Conditions .

Clause 3: Changes

3.01 Either Party may request changes that affect the scope, duration, delivery schedule or price of a Purchase Order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order, including if necessary, any price and schedule adjustment and changes to the payment schedule and milestones. If the Seller incurs any delay in achieving any milestones as a result of such negotiations, the Seller shall be entitled to submit an interim invoice for the percentage completed of such milestone. Payment of such invoice shall be in accordance with Clause 4. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order and/or the Agreement in the form of a "Change Order" has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller's prices.

Clause 4: Price and Payment Terms

4.01 Prices for Products, Services and/or Software shall be specified under the Seller's proposal or, in case the Agreement is already entered into, they shall be stated under the Purchase Order.

4.02 Seller's proposals and the Purchase Order Price exclude all sales taxes, value-added taxes, import and export duties and any other taxes, surcharges, duties or tariffs of any kind now existing or hereafter imposed upon Seller, its personnel or subcontractors or their properties in any country or territory either directly or indirectly in respect of the production, sale, supply, delivery, license export and import, or use of the Goods, Software and Services. Company shall be responsible for all such taxes, duties and charges resulting from the Agreement or a Purchase Order hereunder. Validity of Seller's proposal shall extend for thirty (30) days from the proposal date, unless otherwise expressly stated under such proposal.

4.03 If Seller is required to impose, levy, collect, withhold or assess any such taxes, duties and charges on any Purchase Order under this Agreement, Seller shall invoice Company for such taxes, duties and charges unless Company furnishes Seller with an exemption certificate or other equivalent documentation demonstrating its exemption from such taxes, duties and/or charges.

4.04 If Company is required by law to make any tax withholding from amounts paid or payable to Seller under this Agreement, (i) the amount paid or payable shall be increased to the extent necessary to ensure that Seller receives a net amount equal to the amount that it would have received had no taxes been withheld; (ii) Company shall forward proof of such legally required withholding to Seller.

4.05 Company shall pay the prices stated under the Contract in European Euros or such other currency as Company and Seller may agree. If any expenses, charges or any other amounts to be paid to Seller by Company under this Agreement were incurred by Seller in a currency other than the currency agreed in a Purchase Order, these expenses, charges or other amounts shall be invoiced in such other currency. If the Parties agree that these expenses, charges or other amounts are to be paid in the currency indicated in the Purchase Order, the amounts to be paid shall be calculated using the official spot rate on the date of payment between the currency indicated in the Purchase Order and the other currency. Where the price of quoted Goods are stated to be based in whole or in part on a conversion between two currencies, Company shall indemnify Seller against any loss incurred by Seller which results from any variation in the rates of exchange between the date of the quotation of the Goods and the date upon which payment becomes due to Seller.

4.06 Subject to Seller's approval of Company's current credit rating and unless otherwise agreed upon in the relevant Purchase Order, upon completion of any milestone in accordance with Clause 14, the Seller shall be entitled to promptly issue an invoice for such milestone. The Company shall make full payment of any invoice in the required invoice currencies within 30 days of the date of invoice. The Company shall pay the Seller any advance payment within 7 days of this date of the Agreement, unless otherwise stated under the Purchase Order. If payment is delayed, any date(s) for delivery of the Goods or Services shall be extended for the period of delay and such extension shall be stated in a Change Order pursuant to Clause 3.

4.07 If Company is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may at its option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with Company or Company's Affiliates, in which event Company shall not be released in any respect from its obligations to Seller under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by Company to Seller in relation to Seller's provision of Services and (v) recover from Company interest on the amounts unpaid until such payment is made. The rate of interest shall be that established by art. 5 of Italian Legislative Decree no. 231 dated 9th October 2002. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice.

4.08 Unless otherwise expressly agreed between the Parties, payments shall be taken to discharge Company's latest debts.

4.09 Company shall reimburse Seller or, pay directly upon agreement with Seller, all reasonable Expenses.

4.10 Company shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its Affiliates.

Clause 5:   Delivery, Title and Risk of Loss

5.01 Unless otherwise agreed upon in a Purchase Order, title to all Goods sold hereunder, except for Software whose title remains at all times with Seller, shall pass to Company upon full payment of the prices stated under the Purchase Order.

5.02 Upon delivery, risk of loss or damage shall pass to Company unless delivery has been delayed because of Company.

5.03 Delivery, unless otherwise agreed upon in a Purchase Order, shall be Free Carrier – FCA (Incoterms 2010), agreed place in the Purchase Order.

5.04 If, as part of a Purchase Order, Seller is responsible for packing any Goods for shipment, Seller shall pack, mark and label such Goods in accordance with its usual packing procedures.

5.05 If the Company delays, prevents or impedes performance by the Seller, the Seller shall be entitled to an extension of time and to recover any additional costs incurred due to such delay, prevention or impediment including additional storage costs, de-mobilization/re-mobilization costs, travel and transportation costs. Without prejudice to any other rights available under this Agreement, if the Seller suffers delays in excess of 30 days, the Seller may, in its sole discretion:

(i) submit an interim invoice for the percentage completed of any milestone which will be delayed due to the Company and the additional costs incurred as a result of such breach. Payment of such invoice shall be in accordance with Clause 14 and on completion of the milestone, the balance shall be payable;

(ii) suspend performance or reduce its rate of performance under this Agreement and the Company shall be liable for any costs of such suspension or reduction in rate of performance and the Seller shall be entitled to an extension of time; and/or

(iii) require any invoices submitted in accordance with this Agreement which have not yet been paid to become immediately due for payment, notwithstanding the due date for payment under Clause 4.06.

The aforesaid extension of time and the additional costs shall be stated in a Change Order in accordance with Clause 3.

Clause 6:   Receiving, Inspection and Acceptance

6.01 Company shall be responsible for receiving, installing, starting up and maintaining all Goods, unless otherwise agreed in a Purchase Order.

6.02 If Company fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods, Software or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.

6.03

6.04 Unless other acceptance criteria are agreed upon in Purchase Orders at Company's expenses, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods, Software and Services provided. If Company's representative is unable to attend any of these tests having received reasonable notice thereof, Company shall be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved by Company pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

Clause 7:   Force Majeure

7.01 "Force Majeure" means any circumstance (and relevant effects) beyond the control of the Parties which prevents or causes the delay in the fulfillment , in whole or in part, of the contractual obligations, including but not limited to:

(i) war (whether war be declared or not), invasion, act of foreign enemies, hostilities, rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;

(ii) riot, commotion or disorder, except where solely restricted to employees of the Seller;

(iii) vandalism, theft, damage caused by any third party;

(iv) natural destructive events such as earthquake, rainstorm, sandstorm, hurricane, typhoon, volcanic activity, or flood, or

events that are not ordinary or prevent the works performed in compliance with the regulations on health and safety;

(v)   any industrial dispute;

(vi)   absence of or difficulties in adequate supply with finished products, raw materials and supplies; or

(vii)   acts or omissions of authorities or other entities so authorized by the law, with particular reference to export controls laws and regulations;

(viii)   epidemics/pandemics, their consequences and any possible limitations/restrictions deriving from such events and/or connected to them;

(ix)   cybersecurity- information systems violations committed by third parties when impacting the proper and punctual fulfilment of either Parties' obligations.

7.02 Neither Party shall be considered to be in default or in breach of its obligations under the Agreement to the extent that performance of such obligations is prevented by any Force Majeure event which arises after the date when the Parties have entered into the Agreement.

7.03 If either Party considers that any event of Force Majeure has occurred which may affect performance of its obligations it shall promptly notify it to the other Party.

If the Force Majeure continues for a period of more than ninety (90) days, either Party shall be entitled to communicate to the other Party its intention to terminate the Purchase Order. In case, after fifteen (15) days from the date of receipt by the other Party of the abovementioned communication, the Force Majeure is still ongoing, the Purchase Order shall be deemed as automatically terminated.

7.04 If the Purchase Order is terminated in accordance with this Clause, the Company shall pay to Seller for the obligations performed up to and including the date of termination.

Clause 8:   Warranties for Goods, Software and Services

8.01   Seller warrants to Company that the Goods, Software and Services Seller provided hereunder shall, at time of delivery, materially conform to the Specifications agreed between the Parties, including drawings or descriptions, specification sheets, notes and technical data for such Goods and Software and the description of the Services. In the absence of agreed upon Specifications for Goods and Software, Seller warrants the Goods and Software shall meet the applicable standard Specifications available from Seller for such Goods and Software at the time of the Purchase Order.

8.02   Seller further warrants that Goods, at the time of their delivery, and the media on which the licensed Software is provided will be free from defects in material and workmanship for the Warranty Period defined under Clause 8.03. If a material defect in workmanship with regard to the media carrying licensed Software occurs during the Warranty Period, Seller's sole obligation and Company's sole remedy shall be the replacement of the media and the licensed Software residing on the media.

8.03   If, any time prior to the end of the applicable Warranty Period, as defined hereunder or under the separate applicable software license agreement, the Goods, Software or Services, or any part thereof, do not conform to applicable warranties or Specifications, Company shall notify Seller within a reasonable time after its discovery and shall provide written particulars of the non-conformity and all information and

assistance necessary to enable Seller to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.

8.04   Non-conforming Goods subject to a warranty claim shall be returned to the nearest Seller's repair facility, transportation charges prepaid for the account of the Company. The costs to diagnose non-conformity on Company's site, if required, shall be for the account of the Company. Goods so returned by Company to the Seller during the Warranty Period and found upon Seller's inspection to be non-conforming and Software found non-conforming upon Seller's inspection shall be repaired, replaced or corrected, at Seller's option and shall be warranted by Seller for the remainder of the original Warranty Period or for three months, whichever is longer, free of charge and return-shipped to Company with transportation prepaid by Company. Seller shall not be responsible for any offshore transport costs.

8.05   Seller's obligation and Company's sole remedy under this Clause is, at Seller's option the repair or replacement, correction, of any non-conforming Goods, Software or part thereof.

8.06   Goods, Software and labor used, as well as any and all Expenses reasonably incurred, by Seller for the repair or replacement or correction of any Goods or Software found in whole or in part to be non-conforming for reasons listed under Clause 8.07 shall be for Company's account.

8.07   The foregoing warranties do not apply to non-conformities caused by (i) Company's design or installation of the Goods and/or Software, (ii) modification or repair to the Goods and/or Software otherwise than as authorized in writing by Seller; (iii) handling, storage, use or maintenance of the Goods and/or Software in a manner or an environment inconsistent with the Specifications and/or instructions or recommendations of Seller; (iv) defect in Company's own products or software or use of the Goods and/or Software in combination with any Third Party Product not procured by Seller; (v) Company's failure to observe the payment terms under this Agreement or any other of its obligations under this Agreement; (vi) normal wear and tear; (vii) installation or wiring of the Goods and/or Software other than in accordance with Seller's instructions; (viii) transfer of the Software from the device on which it was originally installed; (ix) any fault of the Company or its agents (x) attack, viruses, interference, hacking, or other security intrusions or Cyber Threats (as defined under the clause "Company's Cybersecurity Obligations" hereunder).

8.08   Seller has no obligation under this warranty unless Company maintains adequate records that accurately document operating time and maintenance performed on Goods and Software and provides those records to Seller on demand for substantiating warranty claims.

8.09   Goods subject to wear or burnout through usage such as lamps, fuses, paper media, filters, trim, packing and the like shall not be deemed not in conformity by reason of such wear or burnout.

8.10   The foregoing warranties do not apply to Third Party Products. Seller shall bear no responsibility for the performance, repair or warranty of any of Company's software or hardware product or any Third Party Products and Company shall look solely to third party vendor for all

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remedies and support with regard to such Third Party Products. If such Third Party Product is expressly procured by Seller to Company under a Purchase Order, that Third Party Product shall be warranted only in accordance with the warranties given to Seller in respect thereof by the relevant third party vendor and to the extent that Seller has the right to assign or transfer such warranties.

8.11 Seller warrants that Services shall be performed with reasonable skill and care and that Seller is properly licensed and qualified to perform the Services hereunder, and shall provide experienced personnel to perform Services that are materially in conformity with the Specifications of the Purchase Order. Seller's obligation and Company's sole remedy under this Warranty Period is to correct, re-perform the Services or refund the portion of the Services that cannot be corrected or re-performed, at Seller's option. All Services corrected or re-performed shall be warranted only for the unexpired portion of the original Warranty Period applicable to Services.

8.12 Except as set forth herein and in the warranties provisions contained in separate software license(s) if any, these warranties are exclusive and in lieu of all other warranties, representations, conditions, express or implied, including the implied warranties of merchantability, non-infringement, interoperability, and fitness for a particular purpose. Seller does not warrant that the operation of any such Software will be uninterrupted and/or error-free.

8.13 All warranties provided herein are personal to, and intended solely for the benefit of, Company and do not extend to any third party, except in case of transfer of the Software in accordance with Clause 11.08 or Clause 18.

Clause 9: Compliance

9.01 The deliverables provided by Seller under the Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Company acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these terms and conditions shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

In the event an export license is required, Company should obtain such license from the relevant authority as well as Seller approval, otherwise the Deliverable shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Company also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or these terms and conditions.

Clause 10: Laws and Dispute Resolution

10.01 This Agreement shall be governed by and construed in accordance with Italian law, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.02 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of Bergamo (Italy). It is expressly excluded the jurisdiction of any other Court.

Clause 11: Intellectual Property and Software License

11.01 For purposes of this Agreement, "Intellectual Property Rights" mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right. Seller may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Seller, a parent or affiliated company of Seller, or by third parties under contract to Seller or to a parent or affiliated company of Seller (all of the foregoing, collectively, "Seller's Information"). Seller shall retain at all times ownership of the Seller's Information.

11.02 Seller or the applicable third party owner shall retain at all times the ownership of its Software, firmware and Third Party software, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, firmware, Seller's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to Company. Company acknowledges that the prices for Services and Software charged by Seller under this Agreement are predicated in part on Seller's retention of ownership over such Software and any results of the Services.

11.03 In consideration of the receipt of full payment of the Software license fee applicable as part of the Price under a Purchase Order, and subject to Company's compliance with its obligations under this Agreement and/or the Purchase Order, Seller shall provide to Company a personal, non-transferable, non-exclusive limited license to use the Software described in the relevant Purchase Order and the Seller's Information incorporated into the Goods, Software and Services, if any, for purpose of Company's ordinary business as defined in the Purchase Order and in the particular location(s) and/or on the particular systems for which Company licensed such Software, as those locations and/or systems are identified in the Purchase Order.

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11.04 Seller's Software licensed to Company may contain components that are owned by third parties. The third party owner shall retain exclusive right to its firmware and software. Use of such third party components may be subject to restrictions contained in the third party's end-user license agreement in addition to the conditions set forth herein. Seller shall make available to Company upon request the third party's end-user license agreement applicable. Copyright and other proprietary rights notices of Seller and third parties are contained in the Software and Company shall not modify, delete or obfuscate such notices.

11.05 Company may not without Seller's prior written express consent (i) copy, modify, sublicense, loan or transfer in any manner the Software licensed herein; (ii) create derivative works based on the Software licensed herein; (iii) subject the Software licensed herein to translating, decompiling, disassembling, reverse assembling, reverse engineering, emulating or performing any other operation on the Software, unless the operation is specifically authorized by law. Company shall hold the Software licensed herein in strict confidence and will not allow third parties, other than its employees with a need to use the Software and who have agreed to comply with the terms of this Software License clause, to access or use the Software without Seller's prior written consent. Company agrees to defend, indemnify and hold harmless Seller from all damages and third party claims arising from unauthorized use or transfer of the Software.

11.06 Notwithstanding the foregoing restrictions but subject to all restrictions applicable to Third Party Products as set forth in Clauses 11.02 and 11.04, Company shall be entitled to make one (1) copy of the Software for backup or archival purposes and may make a limited reasonable number of copies of the instruction manuals and documentation related to the Software for purpose of their use by Company in connection with the authorized use of the Software. All titles, trademarks and copyrights and restricted rights notices shall be reproduced in such copies.

11.07 Company shall maintain complete and accurate records documenting the location and use of the licensed Software in Company's possession. No later than thirty (30) days upon receipt of Seller's written request, Company shall provide Seller with a signed certification of compliance with the Software licensing conditions. Seller has the right to conduct an audit of Company's use of the Software. Any such audit shall be conducted during regular business hours at Company's facilities. If an audit reveals any underpayment of license fees, Company shall be invoiced for additional license fees consistent with Seller's then current price list for the Software, without any discount being applicable in that instance. Company shall then immediately pay the underpaid amount together with interest at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was due and unpaid. The assessment of additional license fee is without prejudice to Seller's other remedies in the event of breach by Company of other licensing conditions.

11.08 Unless otherwise set forth in an applicable Seller's License Agreement, Company may not transfer its license to use the Software and related documentation and written materials to a third party without the Seller's prior written consent, which shall not be unreasonably withheld. In case of Seller approval of such transfer, Company shall be responsible to ensure that the recipient agrees to the terms of this Software License clause.

11.09 Unless otherwise set forth in the applicable Seller's License Agreement, Seller shall defend, indemnify and save harmless Company from and against any third party claims, suits, judgments, court costs, reasonable attorney's fees and other liabilities, demands or losses (altogether "Liabilities") to the extent such Liabilities result from an infringement due to the Services and/or Goods, Software's design or construction, of a patent or copyright owned by a third party in the country of manufacture of such Goods and/or Software or in the country of performance of the Services at the time of execution of the relevant Purchase Order under which the alleged infringement has occurred, provided that (i) Seller shall be promptly notified of the bringing of said suits; (ii) Seller shall be given the sole control of the defense and all related settlement negotiations; (iii) Company agrees to fully assist Seller in the defense of the claim and (iv) Company complies with Seller's direction to cease any use of the Goods or Software which in Seller's reasonable opinion, is likely to constitute an infringement. Seller shall not be responsible for any settlement made without its consent.

11.10 The foregoing obligations do not apply when the claim of infringement results from or is related to: (i) Goods and/or Software provided pursuant to Company's designs, drawings or specifications; (ii) Goods and/or Software stored, used or maintained otherwise than in accordance with Seller's instructions or recommendations or other than for the Company's internal business purpose; (iii) claims of infringements resulting from combining Goods or Software provided hereunder with any other item not furnished by Seller; (iv) modifications to the Goods or Software without prior written consent of Seller; (v) parts supplied or designed by Company or third parties; and (vi) Company's failure to use corrections or enhancements made available by Seller.

11.11 Seller may cease to deliver any Goods or Software or Services, which it reasonably considers could infringe third party's rights, without being in breach of this Agreement.

11.12 In case said results of Services, Software or Goods, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, the Seller shall, at its own expense and option either: (i) procure for the Company a royalty-free license to continue using such Software, results of Services or Goods, or (ii), replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve Seller of its warranties and guarantees set forth in this Agreement. In the event Seller is unable to do either of the foregoing, the allegedly infringing item shall be returned to Seller and Seller's maximum liability shall be to refund to Company the amount paid for such item, less a reasonable depreciation for use and damage.

11.13 This Clause 11 states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

Clause 12:   Confidentiality

12.01 "Confidential Information" shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like

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circumstances. Confidential Information does not include work products resulting from the Services performed hereunder and information which (i) is already known to the other Party at the time of disclosure; (ii) is independently developed without the benefit of the other's Confidential Information; (iii) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (iv) has entered the public domain through no fault of the recipient.

12.02 Each Party retains ownership of its Confidential Information.

12.03 Each party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other's Confidential Information only in relation to the Purchase Order.

12.04 Upon termination of this Agreement or a relevant Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing Party's Confidential Information.

12.05 Neither Party shall, disclose to any person any Confidential Information of the other Party without the other Party's prior written consent, except with respect to (i) their respective employees, contractors or agents which need to know the Confidential Information for the sole purposes of the performance of this Agreement, provided that such actual recipients shall be subject to confidentiality obligations not less stringent than the ones set forth under this Clause and (ii) where Confidential Information may be disclosed by law.

12.06 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall expiry five (5) years after the effective date of the Purchase Order .

Clause 13:   Indemnification and Limitation of Liability

13.01 Seller shall indemnify, defend and hold Company harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Company provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

13.02 Notwithstanding any provision to the contrary, in no event shall Seller have any liability under or arising out of or in any way related to this Agreement or any Purchase Order for: (i) any special, incidental, punitive, exemplary, indirect or consequential damages, including but not limited to lost profits, loss of production, loss of revenues, interest, capital, financing, good will, use, business reputation, opportunity or productivity, howsoever arising, even if Seller has been advised of the possibility of such damages; or (ii) the cost of meeting any criminal or civil penalty or complying with any statutory order or requirement imposed on the Company

13.03 Notwithstanding any provision to the contrary and subject to clause 13.02, Seller's liability under or arising out of or in any way related to this Agreement or any Purchase Order for any damages, costs or claims (whether arising under tort, negligence, contract, warranty, strict liability or any other

cause or combination of causes) shall in no event exceed -in aggregate- the specific price of the Goods, Software, System Products and/or Services provided under the Purchase Order giving rise to liability.

13.04 Except for the transfer of software license in accordance with Clause 11.08, the terms of this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than Company and Seller. Any action against the other must be brought within twelve (12) months after the events giving rise to the cause of action except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

13.05 The Company undertakes to operate and maintain any Goods, System Products or Software in an appropriate manner, including in accordance with all relevant legal requirements, and any instructions or guidelines relating to operation, testing or maintenance which have been provided in connection with the Goods, System Products or Software. It is agreed and acknowledged by the Parties that, save as may be expressly agreed to the contrary, the Company is responsible for the operation and maintenance of the Goods, System Products or Software. The Seller accepts no responsibility, and the Company shall indemnify and hold the Seller harmless, for any loss or liability which may arise out of or in connection with any failure by Company to comply with such instructions or guidelines or any other failure by Company to use or operate the Goods, System Products or Software appropriately.

13.06 To the extent permitted by law, the provisions of this Clause 13 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort or otherwise.

13.07 Company acknowledges that Seller's pricing reflects the allocation of risks, ownership of intellectual property rights and the limitation of liability hereunder.

Clause 14:   Invoicing

14.01 Invoices shall be sent to the address specified in the Purchase Order.

14.02 The Company shall only be entitled to withhold payment of any part of such invoice if it gives written notice to the Seller of such part of the invoice which it disputes within 15 days of the date of the invoice substantiating its claim. Company shall have the right to withhold payment of the portion of the invoice notified until Company and Seller agree on the amount to be paid and any additional documentation or information requested by the Company has been received from the Seller. Company shall pay the undisputed portion of the disputed invoice.

14.03 unless otherwise stated under the Purchase Order, Seller shall invoice Company in accordance with the following invoicing milestones:
Hardware Only Orders less than $50,000 and less than six (6) months in duration.
20%.   Upon receipt of Order
80%   Upon shipment
Hardware Only Orders greater than $50,000 and greater than six (6) months in duration.
25%   Upon Receipt of Order
25%   Upon Release for Manufacturing

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25%	Upon Completion of Manufacturing
25%	Upon Shipment

Staged Orders for Software and Hardware (Staged orders are system orders that require assembly and testing per project specifications at Seller integration facility.)

30%	Upon receipt of Order
20%	Upon design release for manufacturing
20%	Upon receipt of hardware delivered to staging facility
20%	Upon completion of factory acceptance test (FAT)
10%	Upon Shipment

Non-Staged Orders (Non-Staged orders are system orders that do not require assembly or test at Seller's facility and may be shipped directly to Company)

30%	Upon receipt of Order
40%	Upon design release for manufacturing
30%	Upon shipment

All Time & Material Orders

100%	Labor hours billed at then current rates of the Schneider Electric affiliate performing the services plus all Expenses incurred billed on a monthly basis with a minimum administrative fee equal to 5 % of the amount of expenses (to be determined with the relevant Schneider Electric affiliate).

Clause 15:   Termination for Convenience

15.01   Seller's performance of work under this Agreement or a Purchase Order may be terminated by the Company in accordance with this clause in whole or in part whenever the Company may elect, with minimum prior written notice ("Notice of Termination") of at least thirty (30) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:

(1) discontinue work on the date and to the extent specified in the notice; and

(2) make every reasonable effort to either obtain cancellation of all orders to subcontractors or assign those orders to Company.

15.02   Upon Notice of Termination, Company shall pay (i) all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such termination ("Fees and Expenses") and (ii) any and all reasonable costs directly related to Company's termination pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges and other administrative requirements ("Termination Costs"). In the event of partial execution of the Agreement or when termination occurs between two invoicing milestones, a pro-rated share of the fees shall be added based upon the portion of Purchase Order completed on the termination date.

15.03   Notwithstanding the foregoing, with respect to M&I Products, Company may only terminate a Purchase Order without cause before shipment.

Clause 16:   Termination for Default

16.01   Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other has materially breached any of its obligations under the relevant Purchase Order and

has not cured the breach within thirty (30) days of receipt of a notice from the other Party.

16.02   Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

16.03   In accordance with Article 1456 of the Italian Civil Code, Seller may terminate this Agreement or any Purchase Order immediately by giving formal written notice if Company is in breach of Clause 24 below.

Clause 17:   Storage and Bailment of Company's Materials and/or Equipment

17.01   If Seller must store any of Company's materials and/or equipment under this Agreement, Seller shall charge Company a fee for storing the materials and/or equipment as set forth in the Purchase Order or in a properly executed Change Order. Seller shall:

(1) store such materials and/or equipment in a clean, dry, and secure location, unless otherwise agreed in writing by Company; and

(2) mark, notify, or otherwise indicate in a manner to make it evident to Seller's creditors, that such materials and/or equipment belong to Company.

17.02   Without prejudice to its rights under Clause 4.07, Seller will not permit any lien or encumbrance to attach to Company's Goods in the possession of Seller and will file or execute such documents of title as Company may request.

Clause 18:   Assignment

18.01   This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other Party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent, affiliates without prior written consent of Company and Company shall have the right to transfer the licensed Software in accordance with Clause 11.08.

18.02   Seller shall have the right at any time without prior consent of Company to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Seller from its obligations under this Agreement and relevant Purchase Order.

Clause 19:   Non-Waiver

19.01   Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase Order.

19.02   No waiver by a party of a right or default under this Order shall be effective unless in writing.

Clause 20:   Severability, Survivorship, Waiver, and Headings

20.01   If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed

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omitted and the remaining provisions and portions shall remain in full force and effect.

20.02 The provisions of this Agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or Agreement shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These provisions are: (i) Definitions, Clause 1; (ii) Price and Payment Terms, Clause 4; (iii) Force Majeure, Clause 7; (iv) Warranties, Clause 8; (v) Compliance, Clause 9; (vi) Laws and Dispute Resolution, Clause 10; (vii) Intellectual Property and Software License, Clause 11; (viii) Confidentiality, Clause 12; (ix) Indemnification and Limitation of Liability, Clause 13; and (x) Severability, Survivorship, Waiver, and Headings, Clause 20.

20.03 The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.

Clause 21:   Notice

21.01 All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via mail, electronic transmission, telephone facsimile, telex, or telegram to Company or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by first class inland mail shall be deemed given three working days after the date of posting and any notice given by airmail shall be deemed given seven working days after the date of posting.

Clause 22:   Participants of this Agreement

N/A

Clause 23:   Company's Obligations and Work On Company's Site

23.01 Unless otherwise specifically agreed in the Purchase Order, Seller's personnel shall not perform Services on equipment in operation on Company's work site.

23.02 If Seller is to perform Services on Company's work site, Company shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Company shall be responsible for ensuring the safety of work conditions at its site and the safety of Seller's personnel.

23.03 Seller ensures that its employees, subcontractors and agents adhere to and comply with Company's health, safety, security and environmental ("HSSE") policies while at the work site, to the extent these policies have been made available to Seller.

23.04 The obligations of Company shall be set forth in the applicable Purchase Order. Company agrees to cooperate with Seller in the performance of the project described in the Purchase Order hereunder, including, without limitation, providing Seller with reasonable facilities, timely access to data, information and personnel of Company and a safe working environment. Company acknowledges and agrees that Seller's performance is dependent upon the timely and effective satisfaction of Company's responsibilities hereunder and timely decisions and approvals of Company where required.

23.05 Company acknowledges and agrees that Seller may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information

furnished by Company without any independent investigation or verification thereof, and that Seller shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations.

Clause 24:   Respect of the Laws and the Code of Ethics

24.01 The Company acknowledges that Seller has based its business strategy on the full compliance with the existing Laws and Regulations both of juridical and ethical/behavioral contents.

Company acknowledges that Seller has based its business activities on the full compliance with the requirements imposed by any applicable laws and regulations, both of strictly legal nature or of an ethical and behavioral nature.
For that purpose, Seller has approved an Organizational and Control Model in accordance with the requirements of the Italian Legislative Decree no. 231/2001 and the Code of Ethics named "Trust Charter".
Company hereby agrees (a) to act, in carrying out its activities and therefore also in the performance of the Contract, in accordance with local laws and regulations, whether of a narrow legal content of an ethical-behavioral nature, and, in addition to the above, Company hereby agrees (b) to strictly abide by the Trust Charter and to be aware of the possibility to report unethical cases and situations through the independent "Trust Line" platform, both available on the Global website and Italian on the Ethics and Compliance page and respectively available on the following link: https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/#search ..
Company shall not act in violation of the Trust Charter during the performance of the Contract and, in addition to the above, Company commits itself, in accordance with art. 1381 of the Italian Civil Code, that any of its employees, agents, directors, collaborators, shall not act in violation of the Trust Charter during the performance of the Contract.
Seller shall be entitled to terminate the Contract in case it becomes aware of any breach by Company or by its employees, agents, directors, collaborators, for any reason whatsoever, of any obligation under this article.

Clause 25:   Insurance

25.01 Seller has and commits to maintain during the performance of the Purchase Order insurance policies as a coverage of Seller's liability and shall provide upon request to Company, certificates of such insurance policies.

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Clause 26:   Non-Solicitation

26.01 Neither Party shall, during the term of the Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without such other Party's express prior written consent.

Clause 27:   Press Releases and Client List Reference

27.01 Neither Party shall issue any press release concerning Seller's work without the other consent. Notwithstanding the foregoing, Seller may identify Company as a client of Seller, use Company's name and logo and release announcement regarding the award of this Agreement. Seller may generally describe the nature of the Services in Seller's promotional

materials, presentations, case studies, qualification statements and proposals to current and prospective clients.

Clause 28:   Independent Contractor

28.01   Seller is performing the Services as an independent contractor and not as an employee of Company and none of Seller's personnel shall be entitled to directly receive any compensation, benefits or other incidents of employment from Company. Seller shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between Seller and its personnel and the provision of services hereunder by such personnel to Company.

28.02   At all time and notwithstanding anything to the contrary herein or in a Purchase Order, Seller retains full control over the methods, details, persons employed or otherwise used to perform the Services and any other means of performance of its obligations under a Purchase Order and vary the composition of the team assigned to the performance of the Services or make different arrangements to achieve completion of its obligations.

28.03   Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Company and Seller, nor shall anything in this Agreement be deemed to create an agency relationship between Company and Seller. Neither Company nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

29. Company's Cybersecurity Obligations

29.01   Company's obligations for its Systems

Company shall implement and maintain a comprehensive security program (hereinafter referred to as "Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (herein referred to, collectively, as "Systems"), including those Systems on which it runs the Goods and/or which it uses with the Services, against Cyber Threats. For the purpose of this Clause, "Cyber Threat(s)" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Company's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Company's Systems, including any data, including through malware, hacking or similar attacks.

Without limiting the foregoing, Company shall at a minimum:

(a)   have qualified and experienced personnel with appropriate expertise in cybersecurity, maintain Company's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Company's Systems or Company's industry;

(b)   promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Seller's security notification webpage at

https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp or otherwise provided to Company;

(c)   regularly monitor its Systems for possible Cyber Threats; and

(d)   meet the recommendations of Seller's Recommended Cybersecurity Best Practices, available at https://www.se.com/us/en/download/document/7EN52-0390/, as may be updated by Seller from time to time, and then-current industry standards.

29.02   Company's Use of the Goods, Software, and Services.

Seller may release Updates and/or Patches for its Goods, Software, and (if applicable) Services from time to time. Company shall promptly install any Updates and Patches for such Goods, Software, or (if applicable) Services as soon as they are available in accordance with Seller's installation instructions and using the latest version of the Goods or Software, where applicable. For the purpose of this clause (i) an "Update" means any software that contains a correction of errors in a Good, Software, or Service and/or minor enhancements or improvements for a Good, Software, or Service, but does not contain significant new features; (ii) a "Patch" is an Update that fixes a vulnerability in a Good or Software.

Company understands that the failure to promptly and properly install Updates and/or Patches for the Goods, Software, or (if applicable) Services may result in the Goods, Software, or Services or Company's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality. Seller shall not be liable or responsible for any claim, damage, loss, lawsuit, demand, action or other proceeding that may result from such failure.

29.03   Identification of Cyber Threats.

If Company identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Goods, Software, or Services for which Seller has not released a Patch, Company shall promptly notify Seller of such vulnerability or other Cyber Threat(s) via the Seller Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers) and further provide Seller with any reasonably requested information relating to such vulnerability (hereinafter referred to, collectively, as "Feedback"). Seller shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including- without limitation- any confidential information or intellectual property contained therein) in whole or part, including - without limitation- to analyze and fix the vulnerability, to create Patches and/or Updates for its customers, and to otherwise modify its Goods, Software, or Services, in any manner and without restrictions, and without any obligation of attribution or compensation to Company; provided, however, Seller shall not publicly

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disclose Company's name in connection with such use of the Feedback without Company's prior written consent.

By submitting Feedback, Company represents and warrants to Seller that (i) Company has all necessary rights in and to such Feedback and in and to all information it contains, (ii) Company is entitled to grant to Seller the right to use such Feedback as regulated under this Clause, (iii) the Feedback shall not infringe any proprietary or other rights of third parties and (iv) the Feedback shall not contain any unlawful information.

30. Special Circumstances

In case of circumstances such as pandemic / epidemic, shortage or interruption or delay in the transport or procurement of raw materials, energy and / or components, even if known at the time of conclusion of the Contract (hereinafter Circumstances), determine the interruption, the impediment or delays in the Seller's liability to produce, deliver, perform and / or procure the Works/Services/Goods, they must be considered as excusable causes and the Seller cannot be held liable in any way for any claims, costs or losses resulting from such delays including, without limitation, for delay penalties, liquidated or other damages.

In such cases, notwithstanding any other provision of the Contract, in order to preserve its validity:

a.   The Time Schedule and/or lead times shall be deemed to be indicative, the Parties in good faith will renegotiate new terms, and/or

b.   if such Circumstances render the performance of the Contract or order burdensome and/or more onerous for the Contractor (including increased costs to perform), both parties, within a reasonable time from the request of one of them, shall meet to adjust in good faith the Contract or order conditions, including pricing;

c.   for further and different consequences deriving from the Circumstances, the Parties are bound to negotiate in good faith alternative or suspensive contractual terms which reasonably allow to overcome the consequences of the Circumstances.

With reference to the provisions of this article, even where permitted by applicable law, the Company renounces to cancel the Contract in whole or in part, committing to make every reasonable effort to preserve the validity of the Contract by renegotiating in good faith its terms and conditions.

30.   Privacy

Pursuant to Italian Legislative Decree 196/03 (Privacy Code) and EU Regulation 679/2016 (GDPR), in carrying out the activities governed by these General Terms and Conditions, the data controller is Schneider Electric Systems Italia S.p.A. tax code 00732430152 (herein "Data Controller").
With reference to the personal data (herein "Data") that the

Data Controller will receive, they will be processed pursuant to art. 6.1, letter b) of the GDPR for the purposes related to the execution of the activities regulated by these General Terms and Conditions, also by way of electronic means. More precisely, a description of the purposes related to the execution of these activities is enclosed in the information available at the following link: https://www.se.com/it/it/about-us/legal/data-privacy.jsp
The Data Controller undertakes to process the Data in compliance with the minimum-security measures provided for by the Privacy Code and the GDPR with the sole purpose of executing its obligations under the contractual relationship.
The Data processing is necessary being carried out for the performance of the contractual relationships as defined from time to time, with the consequence that the refusal to provide the Data would not allow the conclusion and execution of the contractual relationship. The Data Controller also undertakes to process the Data in a lawful and correct manner, collecting and recording the same for specified, explicit and legitimate purposes, taking care to verify that the Data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are collected and subsequently processed in compliance with the Privacy Code and the GDPR.

The rights referred to in Articles 15 et seq of the GDPR are granted to the natural person to which the Data refer (herein "Data Subject"), consisting essentially in the right to obtain from the Data Controller confirmation as to whether or not Data concerning him or her are being processed, as well as the right to obtain the rectification, to have incomplete Data completed, to have Data kept up to date, to obtain the erasure or blocking of his or hers Data; Furthermore, the Data Subject has the right to obtain a copy of his/her Data, the restriction of the processing and / or, to object to it, in addition to the right to Data portability and to lodge a complaint with the competent supervisory authorities under the conditions and within the limits indicated in art. 13 of the GDPR.
It is possible to exercise the rights recognized by the GDPR, including the right to object to the processing, upon a simple written request to the Data Protection Officer at Schneider Electric Systems Italia SpA, by sending an email to the following addresses: GDPR.Italy@schneider-electric.com or DPO@schneider-electric.com

According to articles 1341 and 1342 of the Italian Civil Code, Company hereby expressly approves the following Clauses: Price and Payment Terms, Clause 4; Delivery, Title and Risk of Loss, Clause 5; Force Majeure, Clause 7; Warranties for Goods, Software and Services, Clause 8; Compliance, Clause 9; Laws and Dispute Resolution, Clause 10; Intellectual Property and Software License, Clause 11; Indemnification and Limitation of Liability, Clause 13; Invoicing, Clause 14; Termination for Convenience, Clause 15; Company's Cybersecurity Obligations, Clause 29, Special Circumstances, Clause 30.

For and on behalf of the Company
Signature:

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Name and title (please print):_____ Date:____

Schneider Electric Systems Italia S.p.A. with registered office in Via Circonvallazione Est 1, Stezzano (BG), tax code 00732430152, VAT n. 02613640966, share capital Euro 104.000,00 fully paid.