

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

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SECTION I - GENERAL CONDITIONS

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Foreword

These General Supply Conditions regulate the contractual relationship between Aruba S.p.A., with registered office in Ponte San Pietro (BG), via San Clemente n. 53, tax code 04552920482, VAT number 01573850516, REA BG-434483, share capital € 4.000.000 fully paid up and the Customer.

1. Definitions

In these General Terms and Conditions, the terms indicated have the following meaning:

Aruba Aruba S.p.A.

Customer: the natural or legal person identified in the Order Form.

Activation confirmation: the communication with which Aruba confirms that the Service has been activated.

General Terms and Conditions: these contractual terms and conditions apply to all Services provided.

Special Conditions: the contractual conditions governing the specific Service purchased.

Contract: the set of documents referred to in Article 2 of the General Terms and Conditions.

Credentials: access codes to the Services sent by Aruba to the Customer after the Contract is executed.

Confidential information: the information which Aruba has classified as confidential or reserved and which the Customer has come to know for any reason connected with the application of the Contract. Or the information relating to Aruba which, due to its nature, content or the circumstances in which it is disclosed, would normally be considered as confidential or reserved. For example, the performance, features, configurations and technical information of the Services, quotations, audit or security reports, product development plans.

Infrastructure: all the equipment owned by the Customer or owned by the Supplier, hosted in Aruba's Data Centres;

Price list: the document containing the economic characteristics of the Service, available at <https://www.aruba.it/listino-server.aspx> and relating to the purchased Service, or sent by Aruba to the Customer, in the event of a separate agreement between them.

Order form: electronic form available on the Site, with which the Customer requests that the Service be activated.

Aruba Service Use Policy: the document drafted by the Provider and published at <https://www.cloud.it/termini-condizioni.aspx> in which the rules of conduct and the limits of

use of the Service to which all Customers are subject are indicated.

Automatic renewal: the option that enables the automatic renewal of the Service(s) on its/their expiry date for a period equal to the initial one that can be activated by the Customer when placing the order or during the term of the contract by accessing the Customer area.

Service: the service provided by Aruba and purchased by the Customer.

SLA (Service Level Agreement): the document defining the service levels and the penalties to be paid by Aruba if the established levels are not reached, available at the page <https://www.arubacloud.com/company/general-conditions.aspx> in relation to the Service purchased.

Site: the site or Internet page dedicated to the purchased Service or whose address is indicated in the Special Conditions.

Technical specifications: the technical characteristics of the Service and its possible limitations of use.

Further definitions may be found in the Special Conditions and, where present, in the Reference Manual of each Service.

2. What documents does the Contract consist of

2.1 The Contract consists of these documents:

the Terms and Conditions for the provision of the Service, consisting of the General Conditions and Special Conditions of the individual Service purchased;

- the Order Form;
- the Technical Specifications of the purchased Service;
- the Activation Confirmation;
- the Aruba Services Usage Policy;
- the Price List of the purchased Service.

2.2 The General Conditions are supplemented by the Special Conditions of the individual Service provided. In the event of a conflict between the General Terms and Conditions and the Special Conditions, the Special Conditions shall prevail.

2.3 The Contract is written in the Italian language. If a translation into a different language is provided, the Italian version shall prevail in case of discrepancies.

3. Object of the Contract

3.1 The subject matter of the Contract is the provision of one or more Services with the characteristics specified in the Technical Specifications and at the economic conditions set out in the Price List.

4. When the Contract is concluded

4.1 The Contract is concluded when Aruba receives:

- the Order Form, completed and accepted by the Customer in all its parts;
- the payment of the consideration.

5. Activation and Delivery of the Service

5.1 Aruba activates the Service if:

- received confirmation that the customer has paid and whether
- the Customer has performed all the services, if any, imposed on him by the Special Conditions.

If the Customer does not carry out the abovementioned actions within 30 days from the sending of the Order Form or within the different term established by the Special Conditions, Aruba may cancel the Order.

5.2 The terms indicated to activate the Service are indicative and any delays due to the Customer's inactivity shall not be attributable to Aruba. In any case, the Customer shall be informed of any delays in activating the Service.

5.3. Aruba shall send an Activation Confirmation after activating the Service.

5.4 The Service is provided until the date of its expiry, which is stipulated in the Special Conditions.

5.5 When the expiration date is approaching, Aruba may send the Customer a notice of the imminent expiration of the Service as a courtesy and therefore without assuming any obligation towards the Customer. The notice shall be sent to the contacts indicated by the Customer when placing the order or during the supply of the Service.

6. Duration of the Contract

6.1 The Contract is for a fixed term. The duration is that indicated in the Order Form.

7. Service Fee and Methods of Payment

7.1 The Customer shall pay the consideration due for the Service in the manner specified in the Special Conditions of the purchased Service.

8. Late or non-payment

8.1 The Customer may not raise any objection whatsoever if he/she has not first paid the amount agreed in the Contract and provided Aruba with proof of payment.

8.2 If, for any reason, the Customer has not made the payment, has cancelled it or the payment has not been successful, Aruba may suspend the activation of the Service or its supply, if already activated, with immediate effect.

During the suspension of the Service, the Customer may not have access to data, information and content which he/she has

entered in the systems of Aruba or in any case processed within the Service.

9. Obligations and limitations of liability of Aruba

9.1 Aruba provides the Service with the characteristics and methods defined in the Contract. It is the sole responsibility of the Customer to assess the adequacy of the Service in relation to his/her purposes or needs.

9.2 Aruba undertakes to make every commercially reasonable effort to provide the Customer with the Service according to the service levels defined in the Contract.

9.3 In the event that Aruba does not fulfil the obligations provided by the Contract, the maximum amount that Aruba may be called upon to pay to the Customer as compensation shall not exceed the amount paid by the Customer for the specific Service affected in the 12 months preceding the breach.

9.4 Aruba does not make backups of the data and contents entered by the Customer in the infrastructure of Aruba or, however, processed by the Customer through the Service. Except as otherwise indicated in the Order Form. Therefore, the Customer must carry out the backup at his/her own care and expenses and Aruba does not offer any guarantee as regards the preservation or recovery of such data and contents.

9.5 Aruba has no function of control of the contents entered by the Customer; however, Aruba reserves the right to delete contents which it considers offensive, in violation of the law or of third party rights.

With respect to this type of content, Aruba reserves the right to act to protect its interests.

9.6 Aruba shall not be liable for the damaging consequences due to delays, malfunctioning, suspension, interruption in the supply of the Service which are caused by :

- a) unforeseeable circumstances and force majeure (e.g. earthquakes, floods, landslides and more generally adverse natural events, building collapses, fires, epidemics, locally or nationally imposed mobility restrictions, acts of violence and terrorism, strikes, shortages of components necessary to provide the Service, etc.);
- b) malfunctioning or non-compliance of the equipment used by the Customer to use the Service and which has not been provided by Aruba;
- c) tampering or interventions on the Service or on the devices carried out by the Customer or by third parties not authorised by Aruba;
- d) events which could not be foreseen or avoided by Aruba with ordinary diligence, including those relating to facts of the operators who own the network infrastructure.

9.7 Aruba shall not be responsible if the Customer uses the Service in critical situations which involve, for example, specific risks for the safety of people, environmental damage, specific risks relating to mass transportation services, the management of medical devices and nuclear and chemical plants. In these cases Aruba is available to evaluate and negotiate with the Customer a specific "mission critical" agreement with specifically defined service levels.

9.8 If the Customer is a Public Administration, Aruba assumes all the obligations of traceability of the financial flows established by article 3 of law 13 August 2010 no. 136.

10. Obligations and Rights of the Customer

10.1 The Customer undertakes to provide Aruba with true information and to keep it updated by promptly communicating any changes, including the personal details and the email address communicated.

10.2 Aruba may verify this information and request, if necessary, additional documents or information, which the Customer undertakes to communicate.

10.3 If the Customer communicates false information, such as to hide his/her real identity, or declares to be another person or in any case acts in such a way as to compromise his/her correct identification, he/she will be considered liable for the damages suffered by Aruba due to his/her conduct and Aruba reserves the right to suspend the Service. In these same cases, the Customer agrees to indemnify Aruba from any possible claim, action or request for compensation which anyone may make against Aruba.

10.4 If Aruba, during the process of issuing the electronic invoice, detects that the Customer has provided incorrect data, it shall notify him/her and the Customer shall promptly correct it by following the procedure made available by Aruba on the dedicated page of the website.

The Customer shall be liable for any damage or penalty suffered by Aruba or by the Customer himself/herself due to incorrect or outdated data that he/she has provided to Aruba.

10.5 The Customer shall equip itself with the hardware and software resources necessary to use the Service and is solely responsible for their compatibility, correct configuration and management with respect to the Service.

The Customer declares that he/she is in compliance with the licences of the software he/she uses for the Service and for which he/she bears the costs.

10.6 The Customer declares that he/she has the necessary technical knowledge to use and manage the Service and declares that he/she is solely responsible for any type of data, information or content placed on the network or otherwise processed through the Service.

10.7 The Customer declares that it is the sole and exclusive administrator of the Service.

As such, the Customer is solely responsible for the management of the data, information and content processed through the Service, their security, their storage and any other activity useful to ensure their integrity. To this end, it undertakes to adopt appropriate security measures, in accordance with the best practices in the sector.

10.8 The Customer undertakes to protect the Credentials and any codes by taking appropriate security measures in accordance with industry best practice.

Any operation performed through the Service is presumed to have been performed by the Customer, with all the legal consequences arising therefrom. For this reason, the Customer must exercise the utmost diligence in generating, storing, managing, and using the Service's access credentials and any other codes communicated to him/her to use the Service.

The Customer shall not permit its use by third parties not expressly authorised. In the event that the Customer permits its use by third parties, he/she assumes all liability for this. In any case, the Customer shall be liable for the loss of the Service Credentials and codes or their use by unauthorised third parties.

10.9 In the event of loss, theft or loss of the access Credentials, of any codes or in the event of their unauthorised use by third parties, the Customer must promptly inform Aruba and must promptly activate the procedure for the issue of new Credentials and codes.

10.10 All the operations performed (e.g. assignments, activations, deactivations) and the history of the operations are attested exclusively by the logs of Aruba, kept in accordance with the law.

10.11 The Customer undertakes to provide prompt feedback in the event that Aruba informs him/her that

- a) there are reasonable grounds to believe that a Service is being used by unauthorised third parties;
- b) the Customer is involved, in any capacity whatsoever, in a judicial or extrajudicial dispute of any nature whatsoever, if the dispute concerns acts and conduct performed through the Service;
- c) the conduct of the Customer is such that there is a well-founded fear that he will not fulfil the Contract;
- d) the Customer uses faulty, unauthorised equipment or equipment with malfunctions that may damage the integrity of the network, disrupt the Service, create risks to the physical safety of persons and the integrity of property.

11. Service and Maintenance

11.1 The Customer shall promptly notify Aruba of any irregularities or malfunctions of the Service.

Technical assistance is provided at the times and in the ways indicated on the site.

The Customer authorises Aruba and any companies appointed by Aruba to carry out the technical intervention requested or necessary, undertaking to provide them with all the information requested.

Aruba shall make every reasonable effort to take care of the problems communicated by the Customer as soon as possible.

Intervention times may vary depending on these factors:

- type of intervention required;
- order of arrival of the request for action;
- priority nature of the request for action.

11.2 The Customer is aware that

- a) intervention may have a high degree of risk for the functioning of the Service or for the integrity of data, information and content that the Customer has entered or processed through the Service.
- b) Aruba in performing the service intervention assumes an obligation of means and not of result. That is, it shall carry out the intervention with the diligence required by the type of activity to be carried out but it cannot guarantee the resolution of the problem.
- c) Aruba does not acquire or store any information or content entered by the Customer or processed by him/her through the Service, nor does it intervene in any way on them, except what is strictly necessary to carry out the service.

11.3 The Customer:

- a) bears all the risks associated with the intervention;
- b) undertakes to make a full backup copy of the data, information and content that he/she has entered or processed via the Service before the Service is performed.

11.4 The Customer relieves Aruba, the external companies in charge of the intervention and their staff from any responsibility for any damages of any type caused by the assistance intervention, including loss of data or interruption of the Service.

11.5 Aruba may carry out maintenance work or automatic updating operations that it deems necessary or appropriate to guarantee the correct functioning of the Service.

Aruba may interrupt the supply of the Services in order to carry out maintenance works. Aruba will inform the Customer by email 7 days before the interruption or within the different term indicated in the Special Conditions, also communicating the estimated time for recovery.

The Customer releases Aruba from any responsibility for damages, including loss of data, interruption of the Service or lack of visibility of the website, which may be caused to the Customer or to third parties as a consequence of these operations.

12. Suspension of Service

12.1 Aruba may suspend the Service at its own discretion and without prior notice if

- a) The Customer is in breach of the contractual provisions, including those contained in Aruba's Policy of Use;
- b) the Customer does not comply, in whole or in part, with Aruba's requests or, in any case, his behaviour is such as to suggest that he does not fulfil the Contract;
- c) there are reasonable grounds to believe that the Service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances which, at the sole discretion of Aruba, require emergency interventions or to solve security problems, danger for the whole network, for persons or things. In this case, the Service will be restored when Aruba, at its sole discretion, deems that the causes which caused the suspension have been removed or eliminated;
- e) the Customer is involved, in any capacity whatsoever, in any judicial or extrajudicial dispute of any nature whatsoever concerning acts and conduct performed through or relating to the Service;
- f) is requested by the judicial authority.
- g) there are justified security reasons or guarantee of confidentiality;
- h) the Customer uses equipment or software that is defective, unauthorised or has malfunctions that may damage the integrity of the network, disrupt the Service, or create risks to the physical safety of persons and property.

12.2 In any case of suspension of the Service attributable to the Customer, Aruba shall in any case be entitled to take action for damages.

12.3 During the suspension of the Service due to any cause whatsoever, the Customer shall not be able to access data, information, content that he/she has entered into the Service or that he/she has processed through the Service.

13. Withdrawal

13.1 A Customer who qualifies as a "consumer" under the Consumer Code (i.e. a natural person acting for purposes unrelated to any entrepreneurial, commercial, handicraft or professional activity carried out - Article 3 of Legislative Decree No. 206/2005) may exercise the right of withdrawal within 14 days from the date on which the Contract was concluded, without any cost and without having to state the reasons.

To communicate this wish to withdraw, the Customer must, alternatively:

- use the form on the Site;
- write a communication via PEC to recessi@aruba.pec.it;
- write a registered letter with advice of delivery to Aruba S.p.A., Via San Clemente 53, Ponte San Pietro (BG), postal code: 24036;
- open a support request at <https://assistenza.aruba.it>;

In this case of withdrawal, Aruba shall reimburse to the Customer all the payments received without undue delay and in any case within 14 days from the day on which the Customer communicated the intention to withdraw from the Contract

Aruba shall reimburse the payments by the same means of payment used by the Customer or in a different manner agreed with the Customer.

13.2 The Customer, whether or not he or she qualifies as a "consumer" under the Consumer Code, may nevertheless withdraw from the Contract at any time, without penalty and without stating any reasons.

To communicate this wish to withdraw, the Customer must, alternatively:

- write a pec to recessi@aruba.pec.it;
- write a registered letter with advice of delivery to Aruba S.p.A., Via San Clemente 53, Ponte San Pietro (BG), postal code: 24036;
- open a support request at

The withdrawal shall take effect within 30 days from the date in which Aruba receives the withdrawal communication. Once the withdrawal has taken effect, Aruba shall deactivate the Service and carry out the eventual refund provided by the Special Conditions.

13.3 Aruba may terminate the Contract at any time and without any obligation to provide a reason, by notifying the Customer in writing, with a notice period of at least 15 days.

On the other hand, Aruba may withdraw from the Contract with immediate effect in the presence of force majeure events or if the Customer is registered in the list of

protests, is declared insolvent, is admitted or subject to bankruptcy proceedings.

Once the withdrawal has taken effect, Aruba shall deactivate the Service and refund, depending on the Service purchased:

- the amount paid by the Customer corresponding to the number of unused days until the next natural expiry of the Contract and less the costs incurred and/or to be incurred;
- the amount paid to purchase the Reload and remaining unused at the effective date of withdrawal.

14. Express termination clause

14.1 The Contract shall be deemed terminated with immediate effect, pursuant to Section 1456 of the Civil Code, if the Customer:

- a) violates the obligations set out in Articles 10 (Customer Obligations and Rights), 16 (Intellectual Property and Licences) and 17 (Security and Confidentiality of Information) of this Agreement;
- b) violates the provisions contained in the Aruba Service Use Policy;
- c) engages in unlawful activity using the Services;
- d) assigns, even partially, the contract to a third party without the prior written consent of Aruba;
- e) violates (or any of its collaborators) the rules set forth in art. 23 of this Contract, as well as commits one of the predicate offences referred to in Legislative Decree 231/2001.

14.2 If the Customer does not fulfil one of the obligations imposed on him/her by the Contract, Aruba reserves the right to send the Customer a warning to fulfil within 15 days from the date in which the Customer receives the communication. Once this term has expired in vain, the contract shall be considered terminated, according to article 1454 of the Italian Civil Code.

14.3 From the day on which the Contract is terminated, the Service shall be deactivated without any notice. Aruba shall retain, as a penalty, the amounts paid by the Customer and may charge the Customer for any further burden that Aruba may have to bear. In any case, Aruba retains the right to compensation for any damages suffered.

15. Amendments to the contract

15.1 The Services subject of the Contract are based on a constantly evolving technology. For this reason Aruba may modify the relative technical characteristics, the contractual and economic conditions and the Policy of use of the Aruba services over time.

Modifications may also be necessary in order to adapt the Services and the Contract to circumstances beyond Aruba's control, such as, for example, the variation of the costs of the

software licences purchased by the Customer through Aruba or in any case functional to the supply of the Service, the increase in the costs of electricity, changes in regulations, measures or provisions of the authorities of the sector.

15.2 In the event that Aruba modifies the technical characteristics of the Services or the economic or contractual conditions in a worse way, these modifications shall be communicated to the Customer by email or by publication on the Website. The changes shall take effect after 30 days from the date of their communication to the Customer or within the different term indicated by the Special Conditions.

If the Customer does not wish to accept the changes, also of the economic conditions, he/she may withdraw from the Contract relating to the individual Service affected by the changes, under the terms indicated above:

- write a pec to _recessi@aruba.pec.it ;
 - write a registered letter with advice of delivery to Aruba S.p.A., Via San Clemente 53, Ponte San Pietro (BG), postal code: 24036;
 - open a support request at <https://assistenza.aruba.it>.

If the customer does not exercise the right of withdrawal, the changes shall be deemed accepted.

16. Intellectual property and licences

16.1. The Customer must use the Services in compliance with Aruba's intellectual property rights.

The software used for the provision of the Services is the exclusive property of Aruba or of the respective suppliers. Therefore, the Customer does not acquire any right or title to them and may only use the software during the contractual relationship with Aruba.

In the case of licences provided by third party suppliers through Aruba, the Customer is aware that Aruba is extraneous to the relationship between the Customer and the third party supplier and undertakes to accept and respect the terms of these licences.

16.3 The Customer acknowledges that all rights relating to the trademark, trade name, logos and any other distinctive sign of Aruba are the exclusive property of Aruba. The Customer agrees not to use, reproduce or disclose such trademarks, trade names or distinctive signs, unless previously authorised in writing by Aruba.

17. Security and confidentiality of information

17.1 Aruba has ISO 27001 certification and other suitable means or tools to protect the security of information (physical, logical, IT and organisational) in the most effective manner.

17.2 The Customer undertakes not to disclose and not to make available in any way to third parties the confidential information known in relation to the execution of this Contract, without specific written authorisation from Aruba.

18. Communications between the parties

18.1. Aruba shall communicate with the Customer by writing to the addresses indicated by the Customer when ordering or when providing the Service. The communications that Aruba will send to these addresses shall be considered as known by the Customer. Any change of the Customer's contact details (including the email address) not communicated to Aruba will not be opposable to Aruba.

18.2 The Customer shall send his/her communications and requests for assistance to Aruba to the addresses indicated on the Website or in these General Conditions.

19. Complaints

19.1 The Customer may send a complaint concerning the supply of the Service by writing a registered letter with advice of delivery to Aruba S.p.A., Via San Clemente 53, Ponte San Pietro (BG), CAP: 24036 or by opening a support request on the website <https://assistenza.aruba.it>.

The complaint must be sent within 7 days from the time when the event that is the subject of the complaint occurred.

Aruba shall examine the complaint and provide a written reply within 30 days from when it has received the complaint or within the different term indicated in the Special Conditions.

If the complaint concerns particularly complex facts, which do not allow a comprehensive reply, Aruba shall inform the Customer within the aforementioned time limits on the progress of the complaint.

20. Processing of personal data

20.1 The Customer's personal data and those communicated by the Customer to Aruba for the execution of the Contract are processed in accordance with Legislative Decree 196/2003, the EU Regulation 2016/679, and the information on the processing of personal data that can be found at https://www.aruba.it/informativa_arubaspa.pdf.

20.2 Aruba, in the phases of collection, processing and management of the data, necessary for the provision of the Services, is qualified as autonomous owner of the processing, in accordance with Legislative Decree 196/2003 and EU Regulation 2016/679, the information provided by Aruba during the registration phase.

The Special Conditions may provide for circumstances in which Aruba is a joint processor with other companies of the group controlled by it.

20.3 The Customer, with reference to third party data that it has entered or otherwise processed when placing an order or using the Services, declares that it has previously provided the third party with the information required by Article 13 of EU Regulation 2016/679 and that it has a suitable legal basis for the processing.

With respect to this data, the Customer qualifies as an autonomous data controller, assuming all obligations and responsibilities.

Therefore, the Customer indemnifies Aruba against any dispute or claim that may arise from third parties.

21. Appointment as data controller

21.1 For the Services subject matter of this Contract, which specifically require it, as governed from time to time by the relevant Special Conditions to which express reference is made, the Customer appoints Aruba as Data Processor and/or Sub-Processor of the personal data of third parties, in the event that the Customer acts as Data Processor with respect to such data. In the latter case, the Customer warrants that he/she has been appointed by the data controller as Data Processor.

This appointment as Data Processor or Sub-Processor shall have a duration equal to that of the Contract concluded between the Customer and Aruba in relation to the chosen Service.

This appointment shall automatically cease to have effect in the event of termination, withdrawal or loss of effectiveness of the Contract. This is without prejudice to the time that may be necessary for the Customer to recover the personal data, if provided for in the contract.

In the event of tacit renewal of the Contract, the appointment as Data Processor or Sub-Processor shall be deemed automatically renewed for a term equal to the contractual term.

21.2 Data processed by Aruba in providing the

The Service provided by Aruba, compatibly with the technical specifications of the same, allows the Customer to process the data according to times and methods set by him/her and autonomously managed, without prejudice to the applicable provisions of law. The scope of the appointment to Aruba relates only to the processing of the personal data entered and/or transmitted autonomously by the Customer through the chosen Service and/or within the same Service, and in any case in accordance with the purposes aimed at its correct supply by Aruba and in accordance with the provisions of the applicable laws in force from time to time.

21.3. Obligations and Rights

As a result of this appointment, Aruba is only authorised to process personal data to the extent and within the limits necessary to perform the activities assigned to it.

Aruba may carry out all the activities necessary to ensure compliance with the provisions in force on the subject and is responsible for organising, managing and supervising all the processing operations of the personal data communicated to it by the Customer in order to carry out the activities covered by the Service.

In accordance with the requirements of EU Regulation 2016/679 and the data protection legislation, Aruba shall:

- a) process the personal data entered and/or transmitted during the execution of the Service with the technical and security characteristics established on the basis of what is set out in the Contract, in the Manuals, in the Technical Specifications which govern them and in the Codes of Conduct to which Aruba has adhered.

If the Customer has special needs which require different instructions from those described in the documents indicated above, he/she must express them to Aruba and describe the measures which he/she requires to be guaranteed. Aruba will evaluate the requested measures and, if they can be implemented, will quote them with a specific offer.

- b) Ensure that persons authorised to process personal data have committed themselves to confidentiality or have an appropriate legal obligation of confidentiality. These persons shall be designated and receive operational instructions to process personal data within the scope of the activities for which they are responsible.
- c) adopt all the measures required by article 32 of the EU Regulation 2016/679; in particular, Aruba, in providing the Service, shall apply the measures indicated in the Contract, in the Technical Specifications, in the Manuals relating to the Service, in the Codes of Conduct to which it has adhered and in the procedures adopted according to the ISO 27001 standard.
- d) Assist the client, taking into account the nature of the processing:
 - I. with appropriate technical and organisational measures, insofar as this is possible, to comply with requests received for the exercise of data subjects' rights;
 - II. in ensuring compliance with the obligations laid down in Articles 32 to 36

of EU Regulation 2016/679, also taking into account the information that Aruba has available;

- e) Delete or return to the Client and at his/her choice all personal data after the provision of the processing services has ended and delete existing copies;
- f) Make available to the Customer all the information necessary to demonstrate the fulfilment of the obligations established by this deed of appointment, allowing and contributing to the audit and verification activities, subject to agreement on the times and methods and provided that the same do not conflict with the confidentiality obligations undertaken by Aruba or with its policies. The costs of these audits shall be borne by the Customer. Such review and verification activities may be carried out with a prior notice of at least 20 (twenty) days, up to a maximum of once a year and, in addition, in case of violation of the Customer's personal data (Data Breach) by Aruba, limited to the affected Service.

Aruba, therefore, processes the data in compliance with the above instructions, the indications of the Manual that governs the Service, any attachments and the requirements contained in EU Regulation 2016/679 and in compliance with the security requirements established to provide the Service.

21.4. Sub-responsibility

The Customer authorises Aruba to use its own sub-contractors, such as, but not limited to, third party suppliers and companies of the Aruba group to provide the services related to the service requested (i.e. assistance, maintenance, provision of additional services, suppliers of networks and electronic communication services). The Customer accepts that these services may involve the processing of data by the sub-suppliers. This shall be without prejudice to what may be expressly provided for in this regard in the Sections of these Terms and Conditions.

For the appointment of a sub-contractor, Aruba shall ensure by means of a written contract that:

- a) the sub-contractor has access to the Customer's data only to the extent required to fulfil the obligations delegated to him in accordance with the Contract;
- b) the sub-processor assumes the obligations set out in Article 28 of EU Regulation 2016/679;
- c) Aruba shall remain liable towards the Customer for all the obligations undertaken, also in relation to the activities entrusted to the sub-contractor.

Aruba shall verify that the sub-controllers adopt adequate security measures and in any case not less than those which

Aruba uses in providing the Service to the Customer, provided that they are applicable according to the service provided by the sub-controllers to Aruba.

Aruba undertakes to keep the list of sub-controllers and the documentation showing the obligations they have undertaken with regard to the processing of personal data.

Aruba shall make available to the Customer, upon his/her request, the updated list of sub-processors who may process the Customer's data.

Aruba undertakes to inform the Customer with a notice period of 30 (thirty) days in case of changes of such third parties. Following the change, the Customer may exercise the right of withdrawal in the manner and within the terms indicated in article 13.

21.5. Violations

If events occur which involve the violation of the data processed by Aruba in the supply of the Service, Aruba shall inform the Customer in the manner and within the time limits provided by the regulations.

21.6 Contact points

For information on the processing of personal data, the Customer may contact Aruba and its Data Protection Officer at these addresses: privacy@staff.aruba.it and dpo@staff.aruba.it

22. Management system for the prevention of corruption

22.1 Aruba has implemented a management system for the prevention of corruption, based on the UNI ISO 37001 industry standard, and has adopted a policy for the prevention of corruption, published on the dedicated page of the website.

The customer undertakes to comply with the requirements of the management system and the principles expressed in the policy.

If the Customer does not send the documentation required by the management system for the prevention of corruption or if he/she violates the policy for the prevention of corruption, Aruba may terminate the contract on the basis of Article 14.2.

23. Organisation, Management and Control Model pursuant to Legislative Decree 231/01 and Indemnity

23.1 The Customer is aware that Aruba has adopted and implemented an Organisation, Management and Control Model pursuant to Legislative Decree 231/01, with the related Code of Ethics and Disciplinary System published on the following web page <https://www.aruba.it/home.aspx>.

23.2 The Customer undertakes to respect the principles of the Organisation, Management and Control Model and all the documents referred to therein and, in general, to refrain from any behaviour that may constitute the offences indicated in

Legislative Decree 231/01 and its subsequent amendments and additions.

23.3 The Customer also undertakes to respect and ensure that any of his collaborators respect all the principles contained in the aforementioned documentation. Violation of the rules set forth represents a serious breach of contract, on the basis of which Aruba may terminate the contract pursuant to art. 14 Sec. I General Conditions.

23.4 The Customer hereby indemnifies Aruba for any sanctions or damages that may be incurred by the latter as a consequence of the violation of the established rules by the Customer.

24. Applicable Law and Jurisdiction

24.1 This Contract is governed by Italian law

24.2 If the Customer qualifies as a "consumer", disputes relating to the Contract shall be submitted to the exclusive jurisdiction of the courts of the place of residence or domicile of the Customer.

24.3 If the Customer is not a "consumer", disputes relating to the Contract shall be submitted to the exclusive jurisdiction of the Court of Bergamo.

25. Final Provisions

25.1 The Contract cancels and supersedes any other previous agreement that may have existed between Aruba and the Customer on the same subject.

No amendment or addition to the Contract shall be valid and effective between the Parties unless approved in writing by both Parties.

25.2 Any non-fulfilment or behaviour of the Customer in contrast with the Contract shall not be interpreted as a modification, waiver or tacit acceptance thereof, even if Aruba does not dispute it. Any non-exercise or delay by Aruba in asserting any contractual right or provision shall not be in any way considered as a waiver of such rights or provisions.

25.3 Should one or more of the provisions of the Contract be ineffective or invalid in whole or in part, this shall not invalidate the other provisions, which shall be deemed to be in full force and effect.

25.4 Aruba may communicate to third parties or disclose in any form the data relating to the Contract (for example, the subject, the duration, the name of the Customer) as a commercial reference for the promotion of its products or services.

25.5 The relationship between the Parties established by this Agreement shall not be construed as constituting a mandate, representation, collaboration, association, joint venture or any other similar or equivalent form of contractual relationship.

25.6 The Customer may only assign the Contract to a third party with the written authorisation of Aruba.

SECTION II - SPECIAL CONDITIONS FOR PROVISION OF DATA CENTRE SERVICES

Foreword

These Special Conditions of Supply govern the contractual relationship between Aruba and the Customer.

1. Definitions

In these Special Conditions, the terms indicated have the following meaning:

Infrastructure: all the equipment owned by the Customer or owned by Aruba.

Service: the Data Centre service provided by Aruba, thanks to which the Customer can place his/her own server or a server he/she has rented from Aruba within Aruba's data centres.

Additional Service: the service additional to the Data Centre service, which the customer has the option of purchasing.

For terms not defined in these Special Conditions, please refer to the General Conditions.

2. Object of the Contract

The subject of the Contract is the supply of the Data Centre Service and any Additional Service purchased, with the characteristics indicated in the Technical Specifications and at the economic conditions set out in the Price List.

3. Activation of the Service

3.1 The Customer must carry out any services which are necessary for the Services to be activated. For example, if the Customer purchases a housing service, he/she must provide, at his/her own care and expenses, to deliver to Aruba the server to be placed inside the Data Centre of Aruba.

Any delays due to the Customer's inertia shall not be attributable to Aruba.

3.2 The date of activation of the Service may vary depending on the availability of hardware resources.

3.3 After activating the Service, Aruba shall send an Activation Confirmation with the access Credentials. In any case, the use of the Service by the Customer certifies the acceptance of the Contract.

3.4 Aruba may request further information necessary for the activation of the Service, in compliance with the regulations in force.

3bis. Conditions of Use "AI Framework"

3bis.1 "Framework AI" is an Artificial Intelligence tool that enables the generation, analysis and search of image and text

templates on the basis of instructions received from the Customer. The Customer must therefore use the "Framework AI" tool in a manner consistent with its purpose and avoid entering confidential information or personal data that is not strictly necessary. In any case, the input of the aforementioned data is carried out exclusively by the Customer under his/her sole responsibility.

3bis.2 Aruba does not make any representations or warranties as regards the legitimacy, accuracy or reliability of the results generated through the "Framework AI" tool and, in particular, Aruba does not provide any guarantee that the results generated through the "Framework AI" tool may infringe third party intellectual property rights or other rights. The Customer therefore undertakes to verify the results generated through the use of the "Framework AI" tool and to carry out any assessment necessary to establish whether such results are suitable to be used for the Customer's purpose; in any case, any such use shall be carried out at the Customer's sole risk.

3bis.3 The Customer shall use the "Framework AI" tool in compliance with the intellectual property rights that any third parties may claim in respect of the data and/or information he/she enters for its use. The Customer therefore represents and warrants that he/she has the necessary rights to all data, content and information entered by him/her for the use of the "Framework AI" tool and that the activities performed by him/her through the "Framework AI" tool do not infringe the intellectual property or other property rights of any third party.

3bis.4 The Customer agrees and accepts that Aruba is not obliged to control, mediate and/or supervise the contents inserted, managed and generated through the use of the "AI Framework" tool and that no responsibility is attributable to Aruba with regard to the same. The Customer is therefore obliged to indemnify and hold harmless Aruba from any claim or action made by third parties for possible violations committed by the Customer through the Service.

3bis.5 With reference to the provision of the "Framework AI" tool, Aruba assumes an obligation of means and not of result and therefore, in no case, shall participate in the management or carry out interventions on the data and/or Aruba S.p.A. Via San Clemente 53 - 24036 Ponte San Pietro BG P.IVA: 01573850516 information and/or contents processed and/or entered by the Customer through the same and shall not guarantee that the result will be in accordance with the use intended by the Customer.

4. Additional Services

4.1 The Customer may purchase in one or more separate orders the Additional Services to the Data Centre Service, listed at <https://www.arubacloud.com/bare-metal-server.aspx>.

4.2 In order for the Services to be activated and provided, it is necessary for the Customer to carry out certain services for which he/she is responsible. If this does not happen within 30 days from the purchase, Aruba will not be able to activate and provide the chosen Additional Service. In this case, Aruba reserves the right to retain the amount corresponding to one month of the cost of the Additional Service, to cover the costs incurred for the activation operations.

5. Duration of the Contract and Renewal

5.1 The Contract shall have the duration indicated in the Order Form, which commences on the date of confirmation of activation of the services.

5.1.1 The Contract is renewed at the frequency indicated in the Order Form.

5.1.2 Upon renewal, the current price list and contractual conditions shall apply.

5.1.3. Additional Services:

- have the same expiry date as the Service with which they are associated, regardless of when they were activated and unless the Customer chooses a different option before the order is finalised.

- are automatically renewed upon renewal of the Service with which they are associated, unless the Customer has indicated otherwise before the expiry of the Service.

5.2 Automatic Renewal

If the Customer has activated the Automatic Renewal option, the Service is automatically renewed on its expiry date, for periods of equal duration.

If the Customer wishes to deactivate the automatic renewal option, he/she may send a notice of cancellation to Aruba at least 15 days before the expiration date by means of a PEC or registered letter with return receipt to the addresses indicated in article 13 of the General Conditions.

5.2.1 Automatic renewal and payment by credit card, PayPal or other electronic payment instruments

If the Customer has chosen to pay by credit card or PayPal and has activated the Automatic Renewal option, in order to ensure that the Service is provided without interruption, the Provider will ask its bank, 7 days before the Service expires, to make the scheduled renewal payment.

If the amount is not credited, the Supplier may perform this operation again in the following days before the expiry of the Service, as a courtesy and therefore without thereby assuming any obligation towards the Customer.

5.2.2 The Customer accepts that the details of the credit card used for the payment will be stored by Aruba's bank. In this way the Customer will be able to pay with the same card any other service provided by Aruba.

5.2.3 The Customer may disable Automatic Renewal at any time in these ways:

- from the specific field in the customer area;
- by deleting, again from the customer area, the unique identification code of the credit card or PayPal account;
- for payment by PayPal: by disabling from your PayPal account the option to make automatic payments.

Once Automatic Renewal is disabled, the Service may only be renewed by the ordinary procedure provided for in Article 6.3.

5.3 Non-automatic renewal

Before the Service expires, the Customer may renew it for one or more periods of equal duration. The renewal must be requested and paid for at least 5 days before expiry.

The Service is renewed for the requested period and with effect from the day of its natural expiry even if the renewal procedure ends after its natural expiry.

6. Termination of contract

6.1 Without prejudice to the provisions of the following paragraphs of this Article and the other documents constituting the Contract at the expiry date of the Service and, in any case, at the termination of the Contract due to any cause whatsoever, the parties shall be automatically released from their respective obligations.

6.2 The Supplier shall keep the Service suspended for 7 days after its expiry date. If the Customer renews the Service within 7 days of its expiry date, the Service shall be reactivated, otherwise the Service shall be terminated.

6.3 Aruba does not perform any specific backup of the data, information and content processed by the Customer, unless the backup is expressly included in the Additional Service purchased.

Therefore, it is the Customer's responsibility to make and keep a copy of the data, information and content processed through the Service, since once the Contract is terminated or the Service has expired they will no longer be retrievable.

Any restoration of this data, information and content is the sole responsibility of the Customer, subject to reactivation of the Service itself, if necessary by concluding a new Contract.

In any case, the Customer relieves Aruba from any responsibility for any loss, total or partial damage of these data, information and contents.

6.4 If the equipment has been rented by the Customer, the data, information and content entered or processed by the Customer in the Infrastructure shall be kept for 30 days from the date of termination of the Contract, solely as a courtesy. Aruba does not undertake any obligation to keep them and therefore any liability of Aruba in the event of their loss or total or partial damage is excluded.

After the 30-day period has elapsed without renewal of the Service, this data, information and content will be permanently deleted and no longer recoverable.

If the Service is subsequently reactivated through the conclusion of a new contract, any restoration of this data shall be borne solely by the Customer.

6.5 If the equipment is the property of the Customer, within 10 working days from the date of termination of the Contract and with a minimum notice period of 48 hours, the Customer shall collect it personally or communicate to Aruba, in the manner established by Aruba, a valid and correct address where to have it delivered at the expense and at the sole expense of the Customer.

The Customer releases Aruba from any liability relating to partial or total damage, loss, theft, loss of data, information and contents that may occur on this equipment.

6.6 After 6 months have elapsed from the expiry date of the Contract without the equipment having been taken back, it shall be considered definitively abandoned, with all legal consequences.

The Customer releases Aruba from any responsibility regarding the equipment and the deletion or loss of the data contained therein due to their failure to be collected within the term indicated above and may dispose of them or adopt the most appropriate solution.

7. Service Fee and Methods of Payment

7.1 The Customer shall pay the amount indicated in the Price List at the time the Order Form is sent and in any case before the Service is activated or renewed.

7.2 Each payment made by the Customer shall have its own identification number and Aruba shall issue the relevant invoice within the relevant month. The VAT due shall be applied to all the amounts invoiced.

7.3 Payment shall be made in the manner set out in the Order Form. It is the Customer's responsibility to choose the payment method taking into account the average payment processing times indicated on <https://guide.aruba.it/gestione-pagamenti-fatture/ordini/pagamenti-attivazioni>.

7.4 It is the Customer's responsibility to pay the renewal fee for the Service in sufficient time to ensure its continuity and, in any event, before the Service is switched off because it has expired. In this regard, the Customer shall also take into consideration the payment processing times specified in Section 8.3. In order to avoid the deactivation of the Service, the payment must be correctly credited and registered by Aruba within the term granted by Aruba for the renewal.

7.5 The Customer may use any of its residual credit to purchase or renew the Service. The Customer may only use it within 12 months from the date on which it was paid, in the manner

indicated on <https://guide.aruba.it/gestione-pagamenti-fatture/ordini/utilizzo-credito-residuo>.

If this period of time elapses unnecessarily without the Customer having used the credit, this shall be deemed to be definitively acquired by Aruba and the Customer may not claim to use it or request its return.

8. Obligations and limitations of liability of Aruba

8.1 Aruba guarantees to the Customer that it shall provide the Service in accordance with the service levels provided by the SLA and the Technical Specifications published on its Website.

8.2 In any case of breach or non-fulfilment of contractual obligations attributable to Aruba, the same shall be liable within the limits provided by the SLA. Any other indemnity or compensation to the Customer for any type of damage is expressly excluded.

In all the cases in which the SLA does not apply, the maximum amount that Aruba may be called to pay to the Customer shall not exceed the amount paid by the Customer in the last 12 months for the purchased Service and for the part of the Infrastructure affected by the damaging event.

8.3 Aruba shall not be subject to any general obligation to control or monitor the Service.

Therefore, Aruba does not control or supervise:

- conduct or acts carried out by the Customer and/or any third parties authorised by the Customer through the Infrastructure;
- the information, data and content they input into the Infrastructure.

In any case, Aruba is extraneous to the activities which the Customer and any third parties authorised by the Customer carry out in full autonomy by accessing remotely via Internet through their access Credentials to the Virtual Infrastructure.

The Customer, once having accessed the Service, is the sole data controller of any data entered and/or processed in such infrastructure, pursuant to Legislative Decree 196/2003 and EU Regulation 2016/679.

8.4 Since the internet network is not controlled by Aruba, Aruba cannot guarantee its performance or functionality, nor can it control the contents of the information which passes through it. For this reason no responsibility can be attributed to Aruba for the transmission or reception of illegal information of any type.

9. Obligations and Rights of the Customer

9.1 The Customer is entitled to use the Service in accordance with the Technical Specifications and in compliance with the service levels guaranteed by the SLA.

9.2 The Customer declares:

a) to be solely responsible:

- a. the content of the information, sounds, texts, images, elements of form and data accessible and/or made available in the Infrastructure and in any case, for whatever reason, transmitted, disseminated or put online by the Customer;
- b. the malfunctioning of the Services due to any use that does not comply with the Aruba Services Usage Policy;

b) to be in compliance with the licences of the software independently inserted and used in the Infrastructure and to bear the costs thereof;

c) to be familiar with the regulations on the processing of data relating to telematic traffic and with the legal obligations incumbent on him/her regarding the storage and submission of this data to the competent authorities.

9.3 The Customer undertakes to indemnify and hold harmless Aruba from any claim of third parties for damages suffered by them due to the use of the Services.

The Customer shall bear all costs, damages and charges, including any legal fees, that may arise from these claims and undertakes to inform Aruba if such claims are made against him/her.

10 Appointment as Data Processor

Aruba is appointed by the Customer as Data Processor, or as the case may be Sub-Processor, for the provision of the Service, as described in article 21 of the General Conditions.

SECTION III - SPECIAL CONDITIONS FOR PROVISION OF CLOUD SERVICES

Foreword

These Special Conditions of Supply govern the contractual relationship between Aruba and the Customer.

1. Definitions

In these Special Conditions, the terms indicated have the following meaning:

Auto-Recharge: the option available for payment by credit card or PayPal, which can be freely activated by the Customer, and which allows for the automatic recharge of the amount chosen by the Customer upon reaching an established minimum credit threshold.

Credit: the credit to be paid under the conditions indicated at kb.cloud.it. **Virtual infrastructure:** the IT infrastructure as a Service (IaaS) created or allocated exclusively by the Customer for itself or for third parties and used and managed by the Customer for itself or for third parties, or by directly third parties if they are authorised by the Customer.

Partner Panel: the reserved area for the management of the Cloud Service in which the Partner may carry out operations relating to the execution of the Contract.

Panel: the reserved area for managing the Cloud Service, available from the page www.cloud.it within the section dedicated to the individual service.

Recharge: the operation whereby the Customer pays in advance a certain amount for the consumption supply of the Cloud Service.

Cloud Services: the Cloud services provided by Aruba. If declined to the singular, it refers to the specific service purchased by the Customer.

Additional Service: the service additional to the main service, which the customer has the option of purchasing.

For terms not defined in these Special Conditions, please refer to the General Conditions.

2. Object of the Contract

2.1 The subject matter of the Contract is the provision of the Cloud Service and of any Additional Service purchased, with the characteristics indicated in the Technical Specifications and under the economic conditions set out in the Price List.

2.2 The Customer agrees that the Data processed by Aruba for the provision of the Service is stored within the Infrastructure that he/she has identified.

2.2.1 The Infrastructure is located in the territory of the European Union and in the UK at the data centres indicated in the Technical Specifications.

With respect to the UK territory, the European Commission has issued an adequacy decision: 'Commission implementing decision of 28.6.2021 - pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by the United Kingdom'.

2.2.2 In the event that the Customer decides to transfer the data to another supplier, the transfer shall be governed by a specific agreement with Aruba, subject to a specific quotation. Furthermore, if the transfer of the data takes place to a country outside the EU, Aruba's liability shall be limited to the instructions given by the Customer and governed by the specific agreement.

In any case, the transfer may only take place:

1. If there is an adequacy decision for the country, territory or sector to which the data transfer will be made;
 2. if the data subjects to whom the data relate have given their explicit consent;
 3. through a legally binding and enforceable instrument between authorities and public bodies, if applicable;
 4. through Binding corporate rules, if applicable;
 5. through Standard Data Protection Clauses adopted by a supervisory authority and approved by the Commission, if applicable;
 6. through an approved code of conduct, if applicable;
 7. through an approved certification mechanism, if applicable;
 8. whether so-called Standard Contractual Clauses (as drafted by the Commission 'Implementing Decision (EU) 2021/914 of 4 June 2021') have been concluded between the Client and the non-EU organisation to which the data will be destined.
- Any other responsibility shall remain with the Customer, who shall indemnify Aruba from any claim and liability made by the Customer or by third parties.

3. Activation of the Service

3.1 The Customer must carry out any services which are necessary for the Service to be activated. For example, if the Customer orders the Housing service, he/she must provide, at his/her own care and expenses, to deliver to Aruba the server to be placed inside the Data Centre.

Any delays due to the Customer's inertia shall not be attributable to Aruba.

3.2 After activating the Service, Aruba shall send an Activation Confirmation with the access Credentials. In any case, the use of the Service by the Customer certifies the acceptance of the Contract.

3.3 If within 90 days from the day on which Aruba has received the order form, Aruba has not received the payment of the consideration, the order shall be cancelled and cancelled without notice.

3.4 After the Service has been activated, the Customer may start to create and allocate his or her own Virtual Infrastructure, for which he or she shall be solely responsible and to which he or she shall have exclusive access through the Panel or a special software for the Cloud Service.

3.5 If the Customer has chosen the Partner Option, a Partner Panel or special software for the Cloud Service shall be made available to the Customer upon activation of the Service.

With these tools the Customer, at its own discretion and under its sole control, may create an indefinite number of panels (so-called "account panels") through which it may create and allocate, for itself or for third parties (or have created and allocated directly to third parties it has authorised) one or more Virtual Infrastructures.

These Infrastructures may be managed and used by the Customer for himself/herself or for third parties or by the latter, if authorised by the Customer. In any case, the Customer shall be solely and exclusively responsible towards Aruba for these Infrastructures.

4. Additional services

4.1 The Customer may purchase one or more of the Additional Services to the Data Centre Service indicated on the page <https://www.cloud.it/>. The Additional Services must be ordered and paid for separately, subject to the conditions and limitations, if any, set out in the Technical Specifications published on the indicated page.

5. Duration, renewal and termination of the Contract

5.1 The Contract runs until the expiry of the last of the Cloud Services purchased by the Customer.

Upon termination of the Contract, Aruba shall deactivate the Service and refund the amount paid to purchase the Recharge and remaining unused at the date on which the termination took effect.

5.1.1 Additional Services have the same expiry date as the main Service with which they are associated, regardless of when they were activated

5.2 Aruba reserves the right to send the Customer a notice of the next exhaustion of the Recharge or Credit, as a mere courtesy and therefore without assuming any obligation towards him/her. An exception to this is the case in which the Customer has set the minimum available credit threshold warning. The warning shall be sent to the contacts indicated by the Customer when placing the order or during the provision of the Service.

5.3 If the Credit is used up before the possible expiration date of the Service, the Customer may ensure the continuity of the supply of the Service by restoring the Credit or part of it. In order to do this, he/she must pay the relevant amount to Aruba, before the expiration date, in the manner indicated on the page <https://kb.cloud.it/account-aru/ricarica-del-credito/modalita-pagamento-tempistiche-accredito.aspx>.

5.4 If the Credit is already exhausted on the expiry date of the Service, the provision of the Service shall be suspended for the period indicated on [page https://kb.cloud.it/account-aru/utilizzo-del-credito/cosa-avviene-ad-esaurimento-del-credito.aspx](https://kb.cloud.it/account-aru/utilizzo-del-credito/cosa-avviene-ad-esaurimento-del-credito.aspx).

5.4.1 The supply may be resumed before the suspension period has elapsed from the time when the amount paid for the new Recharge is recorded on the Panel. In order to resume supply, the Customer must first manually reactivate the Service, as indicated at <https://kb.cloud.it/account-aru/utilizzo-del-credito/riattivazione-servizi-dopo-ricarica.aspx>.

5.4.2 If at the end of the suspension period the amount of a new Recharge that is sufficient to renew the Service is not recorded on the Panel, the Service shall be deactivated. In this case, all the data, information and content entered or processed in the Virtual Infrastructures shall be retained only as a courtesy for a further period of time, as indicated at

Aruba assumes no obligation to store them and therefore any liability on its part in the event of their loss or total or partial damage is excluded.

5.4.3 If this further period elapses without the amount of a new Recharge sufficient to renew the Service being recorded on the Panel, all data, information and content entered or processed in the Virtual Infrastructures shall be permanently deleted and shall no longer be recoverable.

In this case, it is the sole responsibility of the Customer to restore this data, information and content. To restore them, the Customer shall first reactivate the Service, if necessary by concluding a new Contract.

This is in any case without prejudice to any other agreements made between the parties.

5.5 It is the Customer's responsibility to make and keep a copy of the data, information and content entered or processed through the Service, since once the Contract is terminated or the Service has expired they may no longer be retrievable.

In any case, the Customer relieves Aruba from any responsibility for any loss, total or partial damage of these data, information and contents.

6. Fee for the Service and Mode of Payment

6.1 The Service is paid by the Customer by means of a Recharge, unless otherwise agreed between the Parties or unless the Partner option has been chosen. From the Recharge shall be

deducted/deducted the amount due by the Customer on a pay-per-use basis (i.e. on the basis of the use made of the Service and the hourly rates provided) or periodically (monthly or yearly).

The operation of Reload is described on page <https://kb.cloud.it/account-aru/ricarica-del-credito/funzionamento-acquisto-servizi-aruba-cloud.aspx>.

6.2 The Customer may use the Service after the amount paid has been collected by Aruba and after the Service itself has been activated by the Customer through the Panel.

6.3. Recharges must be paid in the manner set out at <https://kb.cloud.it/account-aru/ricarica-del-credito/modalita-pagamento-tempistiche-accredito.aspx>.

It is the Customer's responsibility to purchase the Reload taking into account the average payment processing time indicated on <https://kb.cloud.it/account-aru/ricarica-del-credito/modalita-pagamento-tempistiche-accredito.aspx>.

It is the Customer's responsibility to purchase a new Top-up in time to ensure the continuity of the Service.

6.4 If the amount is exhausted or insufficient at the time of renewal of the Service or is insufficient or unavailable at the time of charging in the case of an Autorecharge, the Service shall cease.

In this case, the Service may be resumed if the Customer buys a new Top-up and reactivates the Service, as indicated at In order to guarantee the continuity of the Service it is necessary that the Recharge is purchased before the amount to purchase the previous Recharge is used up. In case of an Autoload, it is necessary that the amount needed is available on the payment method indicated by the Customer when Aruba asks her bank to make the payment in her favour.

The remaining amount of the Recharge is always displayed in the Panel.

6.5 Each Recharge made by the Customer shall have its own identification number and Aruba shall issue the relevant invoice within the relevant month. The VAT due shall be applied to all the amounts invoiced. The invoice may be transmitted or made available to the Customer in electronic format.

6.6 In the case of the Partner option, the Service may be paid for on a pay-per-use or deferred basis. This is subject to a different agreement between the parties.

In the case of the Partner option, whichever payment method is chosen, the first order for the provision of the Service must be at least EUR 500. The agreed terms and conditions of payment shall be set out in the Order Form.

6.7 The Customer who pays by credit card or PayPal can activate the Autoload option.

6.8 The Customer who has activated the Autorecharge choosing to pay by credit card, accepts that the bank indicated by Aruba

shall store his/her details, which may be used for the payment of any other service provided by Aruba.

6.9 The Customer may disable the Auto-Recharge at any time in these ways:

- from the specific field in the customer area;
- by deleting, again from the customer area, the unique identification code of the credit card or PayPal account;

by disabling from your PayPal account the option to make automatic payments when paying with PayPal.

Once Auto-Recharge is disabled, payment of the fee can only be made in the ordinary way.

7 Obligations and limitations of liability of Aruba

7.1 Aruba guarantees to the Customer that it shall provide the Service in compliance with the service levels provided by the SLA and by the Technical Specifications published on its website.

7.2 In any case of breach or non-fulfilment of contractual obligations attributable to Aruba, the same shall be liable within the limits provided by the SLA. Any other indemnity or compensation to the Customer for any type of damage is expressly excluded.

In all the cases in which the SLA does not apply, the maximum amount that Aruba may be called upon to pay the Customer shall not exceed the amount spent by the Customer in the last 12 months.

7.3 Aruba reserves the right to interrupt the supply of the Service in order to carry out technical operations aimed at improving its operation. In this case an email will be sent to the Customer with the notice indicated in the SLA. The email will also indicate the recovery time.

7.4 Aruba does not carry out backups of the data and contents entered by the Customer in the infrastructure of Aruba or, however, processed by the Customer through the Service. Except as otherwise indicated in the Order Form.

Therefore, the Customer must perform the backup at his/her own expense and Aruba does not offer any guarantee as regards the preservation or recovery of this data, information and content.

7.5 Aruba is not subject to any general obligation of control or supervision.

Therefore, Aruba does not control or supervise: conduct or acts carried out by the Customer and/or any third parties authorised by the Customer through the Infrastructure; the information, data and content they input into the Infrastructure.

In any case, Aruba is extraneous to the activities which the Customer and any third parties authorised by the Customer

carry out in full autonomy by accessing remotely via Internet through their access Credentials to the Virtual Infrastructure. In any event, the Customer, once he/she has accessed the Service, is the sole data controller of any data entered and/or processed in these infrastructures, pursuant to Legislative Decree 196/2003 and EU Regulation 2016/679

7.6 Aruba shall not, under any circumstances, take any responsibility for the information, data, content entered or transmitted and, however, processed by the Customer or by third parties authorised by the Customer, in the Virtual Infrastructure. Aruba does not assume any responsibility for the use that the Customer makes of the Infrastructure and reserves the right to take any initiative and action, in order to protect its rights and interests, including the communication to the subjects involved of the data useful to identify the Customer.

Under no circumstances shall Aruba be held liable for any type of damage caused by the Customer to third parties who have used the Service in any way and for any reason.

8. Obligations and Rights of the Customer

8.1 The Customer is entitled to use the Service every day of the year and every hour of the day, according to the Technical Specifications and in accordance with the service levels guaranteed by the SLA.

8.2 The Customer declares:

- a) to be the sole administrator of the Service and, as such, solely responsible:
 1. the content of the information, sounds, texts, images, form elements and data accessible or made available in the Infrastructure and in any case, for whatever reason, transmitted, disseminated or put online by the Customer;
 2. of each operation carried out for himself/herself, for the authorised third parties or directly by them in the use, administration and management of the Virtual Infrastructures. In this regard, for all the operations carried out from the Panel, only the LOGs of Aruba, kept in accordance with the law, shall be considered authentic;
 3. malfunctions of the Service for any use that is not compliant with the Aruba Service Use Policy;
 4. management of access to the Panel. Therefore, any connection, modification of the Service or order made via the Panel is presumed to have been made by the Customer himself. In this regard, the Customer shall be
- b) responsible for changing the password for access to the Panel every three months or less.
- b) to be in compliance with the licences of the software independently inserted and used in the Infrastructure and to bear the costs thereof;
- c) to be familiar with the regulations on the processing of data relating to telematic traffic and with the legal obligations incumbent on him/her regarding the storage and submission of this data to the competent authorities.

8.3 The Customer undertakes to:

- comply with applicable legislation, including that on the processing of personal data;
- use the Service for lawful purposes permitted by law without infringing the rights of third parties;
- communicate and enforce to any authorised third parties all the requirements of the Contract ;
- indemnify and hold harmless Aruba from any request of third parties for damages suffered by them due to the use of the Service. The Customer shall bear all the costs, damages and charges, including any legal fees, which may arise from these requests and undertakes to inform Aruba if such requests are made against him/her.

9. Discount coupons

9.1 For the products or services included in the initiatives listed at <https://www.cloud.it/home.aspx>, the eligible Customer may benefit from a "Discount Voucher", according to the terms of the promotion.

9.2 The Discount Voucher:

- can only be used once during the period of validity and cannot be combined with other ongoing promotions;
- is transferable to third parties;
- may not be used again in the event of cancellation, cancellation or failure to process the order for any reason;
- will not be reimbursed for the corresponding value in the event of termination of the contract for any reason;
- is neither refundable nor convertible into cash;
- is not retroactive, so it cannot be used with reference to orders already registered;
- is not usable with respect to orders for renewal of the Service.

9.2.1 Aruba may determine otherwise with regard to the above-mentioned features of the discount voucher.

9.3 Aruba reserves the right to modify, suspend or revoke the possibility of using the discount voucher at any time, at its sole discretion and without the need to inform the Customer.

10. Aruba Cloud Start-up Programme

10.1 With reference to the "Aruba Cloud Start-up" programme, Aruba shall grant discount vouchers for the use of the Services, according to the specifications, limitations, requirements and for the duration described therein, within each reference section of the above mentioned programme, to those who, in its sole opinion, meet the requirements indicated on the page <https://www.cloud.it/programma-aruba-cloudstartup/presentazione.aspx>, and have signed an agreement with Aruba.

10.2 Aruba may revoke the discount voucher at any time if at least one of these circumstances occurs:

- a) the discount voucher is used, at Aruba's sole discretion, for activities that are not strictly related to the Start-up's core business;
- b) the Customer performs acts or actions detrimental to the interests of Aruba and in any case in conflict or inconsistent with the values and principles expressed by the programme;
- c) the Customer does not use at least part of the discount vouchers within the time limit.

11 Appointment as Data Processor

As a result of the conclusion of the Contract, Aruba is appointed by the Customer as the Data Processor, or as the case may be Sub-Processor, as described in article 21 of the General Terms and Conditions, for the purposes of providing the Service.

SECTION IV - SPECIAL CONDITIONS FOR THE PROVISION OF THE DOMAIN CENTRE SERVICE

Foreword

These Special Conditions govern the contractual relationship between Aruba and the Customer for the provision of the Domain Centre Service purchased by the Customer through www.cloud.it.

1. Definitions

.it domain registration clauses: the document containing the contractual clauses prepared by the ccTLD.it Registry, published at www.cloud.it/terminicondizioni.aspx, which the Customer must accept and undertake to observe when registering a domain name with the ccTLD .it.

Service: the Domain Centre Service provided by Aruba.

For terms not defined in these Special Conditions, please refer to the General Conditions.

2. Duration, renewal, transfer

2.1 The Contract shall have the duration indicated in the Order Form, which commences on the date of confirmation of activation of the Service.

2.2 The Contract is renewed at the frequency indicated in the Order Form with effect from the day of its natural expiry even if the renewal procedure ends after its natural expiry.

2.3 In case of payment with a method different from the Autorecharge or in the other cases expressly provided by Aruba, the Customer may renew the Service before its expiration for further periods of one year. The renewal of the Service must be requested at least 15 days before the expiration of the same by sending the relevant request and payment of the fees to Aruba, according to what is indicated in article 6 of Section III of the Special Conditions for the supply of Cloud Services.

Notwithstanding the foregoing, the Customer may renew the Service even after its expiry by recovering the domain registration in the manner set forth in Section 2.9 below.

2.4 Without prejudice to the provisions of the following articles 2.6, 2.7 and 2.8, the Customer agrees and accepts that, unless otherwise communicated by Aruba, the Contract shall be considered automatically terminated if the Customer does not pay the amount due for the renewal of the Service 2 days before its expiration.

2.5 Any renewal operations shall follow the order of expiration relating to each domain, except for the exhaustion of the Recharge or Credit; at the time of renewal the Customer must therefore check, even if he/she has activated the Autorecharge, that the amount of the Recharge or Credit is sufficient to cover the costs necessary for the renewal operations of the same, relieving Aruba from any and all direct or indirect responsibility in this regard, including any request or claim of third parties.

2.6 If the Customer transfers the domain name to another Provider/Maintainer before the expiration of the Service, the Contract shall be considered terminated at the end of the transfer procedure. Any refund by Aruba to the Customer for the period of time during which he/she did not use the Service is expressly excluded.

2.7 In the absence of renewal of the Service upon expiration and until the actual cancellation of the domain name from the Registry of the competent Authority, the Customer expressly authorises Aruba to link said domain name to a web page containing advertising messages. In this case the registration details in the Whois register of the competent Authority will be kept unchanged. The Customer declares that he/she has

nothing to request or claim from Aruba for what has been done under the above mentioned authorisation.

2.8 Without prejudice to the above, the Customer grants a mandate without representation to Aruba, who accepts, to keep the domain name registration active in the name of Aruba itself but in the interest of the Customer, even after its expiration and until a different request of the Customer, upon simple refund of the amount paid by Aruba to keep the domain name registration active. In this regard, Aruba is granted all the necessary powers for the purpose, including those for changing the details of the owner of the domain name and/or to use the AuthInfo code associated to said domain. The mandate is considered correctly carried out even if the registration of the domain in question is kept in the name of another company of the Aruba Group. For the execution of the mandate nothing is due by the Customer to Aruba.

2.9 The Customer, after the expiration of the Service(s) and within the terms provided by the single competent Authority and indicated on the website <http://kb.cloud.it/domain-center.aspx>, may recover the registration of the domain name or request its new assignment, with the methods and conditions indicated by Aruba, providing the payment of the fee for all the services that he/she intends to activate and of any further amounts needed to recover the domain from the competent Authority and indicated on the website www.cloud.it.

3. Obligations and limitations of liability of Aruba

3.1 Aruba assumes an obligation of means and not of result, therefore the success of the registration request is subject to its acceptance by the competent Registration Authority for the chosen extension.

3.2 The domain names that upon inspection appear to be free may in reality not be so, as they are already being registered in favour of third parties but not yet entered in the databases of the competent Registration Authority, therefore the Customer hereby indemnifies Aruba from any liability and/or claim for damages for such circumstances.

3.3 Aruba cannot be held responsible for syntactic and/or semantic errors contained in the data communicated to it by the Customer. a)

3.4 Aruba is not responsible for the resolution of disputes relating to the assignment of a domain name. Such disputes are under the jurisdiction of the Judicial Authority or of other Authorities established by the policy of the competent Registration Authority. Aruba cannot be held responsible for the outcome of such proceedings and is relieved from any responsibility in this regard. Aruba, also, cannot be held responsible for any modification made by the competent

Authority to the registration procedures or to the relevant Naming rules.

3.5 The registration of a domain name does not determine the attribution of any right for the same name. Aruba is not obliged to know or check the existence of any rights (by way of example only, copyright, author rights, trademarks etc.) on the domain name whose registration or transfer is requested by the Customer, who relieves Aruba from any involvement and/or responsibility in this regard.

3.6 The Customer agrees and accepts that, in case of dispute with a third party concerning the registered domain name and/or the content of the website, Aruba reserves the right to suspend the Service and/or to disable the access to the Customer and/or to remove all or part of the material in dispute, pending the resolution of the dispute. In such cases Aruba is not responsible and does not give any refund or compensation to the Customer for the non-use of the Service during the suspension period and/or for the removal of the material.

4. Obligations and Rights of the Customer

4.1 Within 15 days from the date of activation of the Service, the Customer is obliged to check the correctness of his data with the database of the competent Authority for the chosen extension; if within this period the Customer does not raise any objection as to the correctness of his data, they shall be deemed to be correct.

4.2 The competent Authority may always verify the correctness of the data and addresses indicated by the Customer for the registration of the domain name (Registrant Data) and the legitimacy of the variation requests made in respect thereof (so-called trade process). The competent Authority may also request confirmation by email from the Customer and/or the interested parties of the data and contact details variation made and, in the event of failure to reply within the term granted by the same Authority, suspend the domain name or cancel the variation made in relation thereto.

4.3 The Customer acknowledges and accepts that the assignment in its favour of a domain name does not grant it any right to use the same:

a) declares that he/she is entitled to the use and/or in any event the legal availability of the domain name applied for and that he/she does not infringe the rights and/or interests of third parties with this application for registration and/or the chosen domain name;

b) undertakes to use the Service exclusively for lawful purposes permitted by the provisions of the law applicable from time to time, by custom and practice, by the rules of diligence and, in any case, without infringing any rights of third parties, assuming all liability in this respect.

4.4 The Customer accepts and undertakes to observe the provisions contained in the following documents, without reservation as to their content, declaring that he has read them carefully:

- a) the rules of good use of network resources, contained in the document "Netiquette", published on the website of the Italian Naming Authority (www.nic.it) at the link webr1.nic.it/tuttosul.it/netiquette;
- b) the provisions contained in Aruba's Guide at support.aruba.co.uk;
- c) the provisions contained in the policies prepared by the competent Registration Authorities for the chosen domain extension, published on the relevant institutional websites, such as, for domains with the extension .it, the Regulations and Guidelines of the ccTLD.it, published on the website <http://www.nic.it/>, for domains with the extension .eu, those published on the website eurid.eu/, for domains with extensions other than .it and .eu those published on the website www.opensrs.com, such as, by way of example but not limited to, those of Aruba S.p.A. published at the link https://opensrs.com/wpcontent/uploads/Tucows_Exhibit_A.html;
- d) ICANN's UDRP and Transfer Policy, available at <http://www.icann.org/en/dndr/udrp/policy.htm> and <https://www.icann.org/resources/pages/transfer-policy201606-01-en> and the ccTLD ".it" Registry policy, www.nic.it/sites/default/files/docs/Linee_Guida_Risoluzione_Dispute_v3.1.pdf;
- e) the documents prepared by ICANN and published on www.icann.org, such as but not limited to those published at www.icann.org/resources/pages/responsibilities-2014-0314en, www.icann.org/resources/pages/benefits-2013-09-16en and www.icann.org/resources/pages/educational-2012-0225en.
- f) 4.5 Notwithstanding the foregoing, the Customer holding a domain name in the ".gTLD" authorises, as of now, OpenSRS/Tucows, ICANN accredited Registrar, to validate and approve, in the interest of the Customer, the relevant registrant change request, appointing OpenSRS/Tucows as "Designated Agent", pursuant to and for the purposes of the provisions of the ICANN regulation called "Transfer Policy" and available at <https://www.icann.org/resources/pages/transfer-policy201606-01-en> as set forth in Article 4.4 letter d) above.

5. Additional Services and Whols Privacy

5.1 The Customer may also purchase one or more of the Additional Services indicated at the links www.cloud.it/domaincenter/tecnica.aspx. The Customer acknowledges and accepts that the Additional Services are provided with the modalities, terms and technical and economic characteristics indicated at the links www.cloud.it/domain-center/tecnica.aspx to which reference is made in full and which the Customer declares to have read and accepted.

5.2 It is understood that the aforesaid Additional Services, regardless of the time of their activation, have the same expiry date of the Service.

5.3 The Customer acknowledges and accepts that the registration of a domain name entails the inclusion of its personal data in a publicly accessible register kept at the competent Registration Authority for the chosen extension except in cases where the Customer:

- a) has requested that his personal data be obscured in the manner indicated by the ccTLD ".it" Registry at the link www.nic.it, for domains with the .it extension;
- b) purchased the Additional Service "whois privacy" in the manner and under the conditions indicated at the link www.cloud.it/domain-center/tecnica.aspx, provided to obscure his/her personal details on the whois register of the competent Registration Authority for the domains with extension other than .it and .eu, provided that the chosen extension is among those available for the above mentioned service and indicated on the website www.cloud.it/domain-center/tecnica.aspx. It is understood that Aruba reserves the right to communicate such data, in order to protect its rights and interests.

5.4 If the Additional Service referred to in paragraph 5.1 above is not renewed, the Customer's personal data shall become visible again on the whois register of the competent Registration Authority.

6. Changes to the economic characteristics of the Service

Without prejudice to the provisions of Article 15 of Section I of the General Terms and Conditions, changes in the economic terms of the Service governed by a Contract already concluded on the date of the changes shall be applied with effect from the first renewal of the Service itself immediately following the changes.

SECTION V - SPECIAL CONDITIONS FOR THE PROVISION OF THE "APPLICATION PLATFORM" CLOUD SERVICE

Foreword

These Special Conditions regulate the contractual relationship between Aruba and the Customer for the supply of the Cloud Application Platform Service purchased by the Customer through the website www.cloud.it with the technical and economic characteristics indicated in the Technical Specifications of the Service itself.

The Cloud Application Platform Service is provided by Aruba to the Customer by virtue of a separate and autonomous agreement between Aruba and the company Virtuozzo International GmbH and/or the companies controlled by and/or connected to the latter.

For terms not defined in these Special Conditions, please refer to the General Conditions.

1. Definitions

Application Platform Account: account created by the Customer to use the Service;

Application Platform: platform provided by and owned by the company Virtuozzo International GmbH, installed on Aruba's data centre;

Service: the Cloud Application Platform service, i.e. a Platform-as-a-Service and Container-as-a-service of Aruba based on the Application Platform that allows the Customer to execute his code on cloud environments configurable according to his needs and adaptable to any performance requirements.

2. Activation of the Service

In order to be able to use the Service, the Customer must create an Application Platform Account by providing an email address, which will coincide with the username, and independently set a password when activating the Application Platform Account. The email address provided by the Customer for the activation of the Application Platform Account is transmitted to the Application Platform and through this the communications relating to the activation of the Application Platform Account and its management are sent to the Customer.

3. Obligations and limitations of liability of

3.1 The Customer agrees and accepts that, in relation to the Service, the obligations of Aruba under the Contract shall be limited to the supply of first level support and maintenance activities according to the level of competence and the scope assigned to the same as detailed in the Technical Specifications of the Service itself, without prejudice to what is stated in article 11 Section I - General Conditions. Aruba does not provide any guarantee in relation to the Service.

3.2 It is expressly understood that Aruba does not control or monitor the behaviour or the acts carried out by the Customer through the Service nor the information and/or the data and/or

the content entered by the Customer or by his/her representatives and/or collaborators using the Application Platform; in any case Aruba is and remains extraneous to the activities which the Customer carries out independently by accessing the Application Platform.

4. Obligations and Rights of the Customer

4.1 The Customer, by accessing the Application Platform, independently manages the logical resources to create cloud environments. The Customer is the administrator of its own cloud environments and thus responsible for the logical integrity of their configuration.

4.2 The Customer declares that he/she is in good standing with the licences of the software independently entered into and used via the Application Platform and assumes the related costs and responsibility for its proper use.

4.3 Notwithstanding the above, the Customer acknowledges and accepts that Virtuozzo International GmbH may modify the Application Platform or implement new versions of it at any time and for any reason.

5. Deactivation of the Service before expiry

5.1 The Customer agrees and accepts that the company Virtuozzo International GmbH at any time and without any reason may interrupt the supply of the Service or withdraw and/or terminate the contract concluded with Aruba. Therefore, from the moment of activation of the Application Platform Account the Customer relieves Aruba from any responsibility for the possible failure to use the Service, except as provided by article 20 and article 7 Sec. I of the General Conditions and by article 8 Sec. III of the Special Conditions for the supply of Cloud services.

5.2 If the circumstances referred to in article 5.1 above occur, Aruba shall inform the Customer of the withdrawal from the Contract according to the terms and procedures indicated in article 13 Section I - General Conditions.

6. Sub-processors of personal data processing

To complete and specify the provisions of article 20 paragraph III of Section I - General Conditions (Appointment as Data Processor) the Customer, in his/her capacity as Data Controller of the data entered and/or transmitted during the Service, agrees and accepts, specifically authorising Aruba, that exclusively with the purchase of the Service referred to in this Section Aruba also uses the company Virtuozzo International GmbH for the maintenance and assistance activities regarding the Service itself. Such entity is therefore configured as "sub responsible" for the processing of the personal data entered by the Customer in the Infrastructure. The same, based on the type of activity required among those indicated above and

limited to the relative purposes, to the extent strictly necessary, may access said data from third countries located outside the European Union in which the EU Regulation 2016/679 is not applied and there is no adequacy decision pursuant to Article 45 of the EU Regulation 2016/679. In any case, in order to protect the rights of the Data Subjects, standard data protection clauses have been adopted pursuant to Art. 28 para. 7 and Art. 46 of EU Regulation 2016/679, which constitute adequate safeguards in this respect and compliance with which is ensured by Virtuozzo International GmbH and its further sub-processors.