

## ARUBA CLOUD START-UP - PARTNER

**Provisions of a general nature**

Subscription to the "Aruba Cloud Start-up" program is governed by the contract (hereinafter referred to as the "Contract") entered into by the company Aruba Spa with registered office in Bibbiena (AR), Loc. Palazzetto 4, VAT no. 01573850516 (hereinafter referred to as "Aruba") and the Partner for the purposes of promoting Aruba Cloud Services to third parties. The Contract comprises these terms and conditions of subscription (hereinafter referred to as the "Terms and Conditions" and the other documents specified therein, which, for all legal intents and purposes, form an integral and substantive part thereof:

- 1) Terms and Conditions for taking part in the Aruba Cloud Start-up Partner Program
- 2) Subscription form
- 3) Program Specifications
- 4) Aruba Services User Policy

**1. Definitions**

**Partner:** the party, not identifiable as a "consumer" under current legislation, who performs activities that facilitate the development of new entrepreneurial initiatives undertaken by start-up companies such as, for example, so-called business "incubators" or "accelerators", who is willing to promote programs launched by ARUBA in accordance with the Terms and Conditions;

**Terms and Conditions:** these Terms and Conditions for subscribing to the Program;

**Aruba Cloud Service/s** (also referred to as "**Service/s**"): the Services provided by Aruba, as specified and described at [www.arubacloud.com](http://www.arubacloud.com) - "Products & Solutions" Menu - and/or at [kb.arubacloud.com](http://kb.arubacloud.com), in the section dedicated to the specific service;

**Subscription form:** the form filled out by the Partner with all the details requested and sent by them to Aruba via the [www.arubacloud.com/aruba-cloud-startup-program/incubators-partners-accelerators/registration.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/incubators-partners-accelerators/registration.aspx) website, thanks to which the Partner formalises their request to subscribe to the Program;

**Program:** the Aruba Cloud Start-up Program described at [www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx);

**Aruba Services User Policy:** the document drawn up by Aruba and published at <https://www.cloud.it/termini-condizioni.aspx> which sets out the code of conduct and limitations on the use of Aruba Cloud Services that apply to all users;

**Program Features:** the information published at [www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx) and in the relevant sub-sections, which describes the characteristics, content and limitations of the Program;

**Start-up:** an innovative company that fulfils the requirements stated at [www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx).

**Art. 2 - Purpose**

**2.1** The purpose of the Contract is the Partner's subscription to the Program, by means of which the Partner undertakes to select and propose to ARUBA an unlimited number of Start-ups that might be interested in subscribing to it, in accordance with the Program Specifications. It is understood that the activities carried out by the PARTNER in the performance of the Contract do not and will not involve charges or costs of any kind for ARUBA.

**2.2** The Programs that ARUBA offers Start-ups are those stated at [www.arubacloud.com/aruba-cloud-startup-program/programs.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/programs.aspx).

**2.3** The Parties mutually acknowledge that any assessment regarding the acceptance of a Start-up on the Program is at the sole discretion of ARUBA without any obligation to give any reason for its decision, not even to the PARTNER. It is understood that ARUBA also reserves the right to interrupt the relationship with the Start-up taking part in the Program at any time if the contract between ARUBA and the Start-up for using the Services is breached.

**Art. 3 - Process for introducing the Start-up**

To recommend a Start-up for the Program, the Partner must fill in the relevant form on the [www.arubacloud.com/aruba-cloud-startup-program/programs.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/programs.aspx) website, stating:

For the "START" Stage:

- (i) the Start-up's details and main company information;
- (ii) the activities carried out by the Start-up and the reasons for which it is being put forward for the START Stage;

For the "UP" Stage, the following information as well:

- (i) description of the Start-up's business model, including a *business plan* covering at least three years;
- (ii) how the Start-up plans to use the advantages or benefits offered by the UP Stage;
- (iii) the results that the Start-up thinks it might be able to achieve by taking part in the UP Stage of the Program.

**Art. 4 - Participation in the Program**

**4.1** On admission to the Program, the Start-up is given the vouchers described in art. 2.2. to be used for Services subject to the Start-up signing the relevant contractual documents drawn up by Aruba.

**4.2** Subject to the Program Specifications, the vouchers may be used within 12 months of being activated by entering the code at [cart.arubacloud.com/en/CloudChargeCredit](http://cart.arubacloud.com/en/CloudChargeCredit), regardless of when they are received and/or used, in full or in part. The vouchers may not be used after this time, and neither may any resulting credit; new vouchers will be issued

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to the Start-up in question at ARUBA's discretion. In any case, regardless of the date on which they are activated, it is understood that the validity of each voucher and the usability of the resulting credit cannot extend beyond the duration of the Program.

**4.3** It is in any case understood that ARUBA reserves the right to set a maximum number of Start-ups that may take part in the Program.

**Art. 5 - Parties' obligations and limitations of responsibility**

**5.1** ARUBA confirms that it has every right and authority to implement the Contract, acting with full independence in the management of the Program.

**5.2** ARUBA undertakes to promote the Program. This promotion will be managed completely independently by ARUBA, using logos and materials describing the PARTNER as it deems necessary.

**5.3** The PARTNER confirms that it has every right and fulfils all the requirements to enter into and comply with the Contract, and accepts full responsibility for the information provided about the Start-up, guaranteeing that this information is and will continue to be truthful and that it respects and will continue to respect the legislation in force, undertaking to inform ARUBA in good time of any changes that may take place in this respect.

**5.4** ARUBA may not under any circumstances be held responsible in relation to the PARTNER for any loss of profit or productivity, overheads, unrealised depreciation, loss of earnings or any other loss of profit or direct and/or indirect loss connected with the implementation, application or interpretation of the Contract.

**5.5** The PARTNER guarantees that it will operate and carry out its activities in full compliance with the legislation and regulations in force applicable to its own staff or any ancillary third parties, relating to, for example: healthcare, social security, contributions, insurance, safety at work and employment rights in general. Accordingly, the PARTNER undertakes to indemnify and hold ARUBA harmless from any liability for any breach of the aforesaid legislation by the Start-up and/or its employees and/or any associates, fully, directly and exclusively bearing any consequences and/or costs relating to such a breach.

**5.6** The relationship between the PARTNER and Aruba established under the Contract shall not be deemed to constitute an agency, corporate, representation, collaboration or association contract, nor any other similar or equivalent form of contract.

**Art. 6 - Intellectual property rights**

**6.1** ARUBA shall have the right to use the PARTNER's distinctive marks and trademarks to promote the Contract by any means, including any public relations activities. In

particular, the PARTNER grants ARUBA the right to use its own distinctive marks and trademarks, adding them to the "partner area" dedicated to the Program on the corporate website, as well as for the performance and implementation of the following activity(ies), in relation to in which, by signing these Terms and Conditions, it agrees to take part, as well as agreeing that its own staff will work with Aruba in relation to these:

- a) "Written Case Study/White Paper or Video"
- b) "Press Release for the Media" (writing by Aruba of a press release that will be published in the press or by business wire, or via other networks or channels, including professional social media);
- c) "Social Media Content" (writing by the Partner and Aruba of content agreed between the parties to be published on professional social media);
- d) "Testimonial Activities" (direct and physical contribution or via information or transcription - including in quotation marks - of testimonials);
- e) "Event" (involvement in and organisation of an ad hoc event organised by the Partner together with Aruba in the Start-up environment).

**6.2** The Parties acknowledge that the use of trademarks, distinctive marks and logos belonging to them is only permitted for the purposes of this Contract, in accordance with the agreed procedures and terms. As a result of this, the use of trademarks, distinctive marks, logos and/or the mutual combination of trademarks and distinctive marks belonging to the Parties shall not in any way be interpreted as a licence or imply the transfer to either Party of rights to the other Party's trademarks, distinctive marks or logos.

**6.3** The Parties acknowledge and accept that from the date on which the Contract is terminated, any right to use trademarks, distinctive marks and logos belonging to the other Party shall cease immediately.

**6.4** Once the Contract has been signed, the PARTNER undertakes to add the official "Aruba Cloud" logo with a link to [www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx](http://www.arubacloud.com/aruba-cloud-startup-program/introduction.aspx) on its own website, on a prominent page.

**Art. 7 - Finalisation, duration and withdrawal**

Sending the Subscription Form subject to fully accepting these Terms and Conditions shall constitute a contract proposal in accordance with Art. 1326 of the Italian Civil Code vis-à-vis Aruba, which is free to accept or reject the proposal. If it is accepted, the Contract will be finalised when Aruba sends confirmation by email to the email address provided by the Partner in the Subscription Form. This is an open-ended contract. Either Party may withdraw from the Contract at any time by sending a registered letter with advice of receipt at least 30 (thirty) days in advance.

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**Art. 8 - Transfer**

The PARTNER may not transfer this Contract or any rights or interest arising from it in full or in part, directly or indirectly, to a third party without the prior written agreement of ARUBA, which is free to transfer the Contract to a third party, including Companies in the Aruba Group.

**Art. 9 - Express termination clause**

ARUBA reserves the right to terminate the Contract in accordance with and for the purposes of article 1456 of the Italian Civil Code by sending a registered letter with advice of receipt if any of the obligations outlined in the following articles are breached: 3 Process for introducing the Start-up; 4 Participation in the Program; 5 Parties' obligations and limitation of responsibility; 6 Intellectual property rights; 8 Transfer; 11 Confidentiality.

**Art. 10 - Processing of personal data**

**10.1** The processing of personal data disclosed by the Partner to Aruba for the purposes of the fulfilment of this Contract and the subsequent participation in the Program shall comply with Legislative Decree 196/2003, the privacy policy issued by Aruba when registering and with the consent to the processing of the information provided at the time by the Partner. The data subject to processing, for the purposes of the fulfilment of this Agreement, may be disclosed to Aruba's third-party suppliers, based abroad within the European Union, in accordance with and within the limits laid down by Article 42 of Legislative Decree No. 196/2003 and abroad in non-EU countries in the context and within the limits specified in Article 43 of Legislative Decree No. 196/2003.

**10.2** The Partner guarantees, with reference to third-party data handled by it within the context of taking part in the Program, that it has provided those third parties with the information outlined in Article 13 of Legislative Decree 196/2003 and that it has been granted their consent for that information to be processed. In any event, it remains understood that, in relation to such data, the Partner shall act as Data Controller, assuming all the obligations and responsibilities associated with it and holding Aruba harmless against any dispute, claim or other demand that may come from third-party data subjects with reference to such data processing. By signing this agreement, the Partner declares that it has examined and fully accepts the information note contained in the document published at [www.arubacloud.com/company/general-conditions.aspx](http://www.arubacloud.com/company/general-conditions.aspx) in the Privacy Policy section.

**Art. 11 Confidentiality**

**11.1** ARUBA and the PARTNER undertake not to disclose or make available in any way to third parties the confidential information known or handled in connection with the application of the Contract. No confidential information about a Party may be disclosed without its written consent. Confidential information includes: (i) information classified as private or confidential about the other Party that comes into the Parties' possession for any reason connected with the implementation of the Contract and/or (ii) information which, by its nature, content or the circumstances in which it is disclosed, would normally be regarded as such.

**11.2** The Party that has received or come into possession of confidential information will not be held responsible for disclosing it if the information:

- i) had already been in or has come into the public domain for reasons other than a breach by the receiving Party;
- ii) was previously known to the receiving Party or became known to it via a source other than the other Party who was entitled to have the information;
- iii) was developed independently by the receiving Party;
- iv) was communicated or disclosed in accordance with a legitimate ruling from any Public or Legal Authority, or due to a legal obligation, or if it is used by the Parties to protect their own interests in court, in an arbitration procedure or before the Administrative Authorities.

**11.3** The obligation of confidentiality shall remain in place even after the Contract has been terminated, until the confidential information is disclosed by its legitimate owner or it legitimately enters the public domain.

**Art. 12 - Jurisdiction**

The Contract shall be governed solely by Italian law thereby excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. For any dispute relating to the validity, interpretation, implementation or termination of the Contract, the Court of Arezzo, Italy shall have sole jurisdiction.

**Art. 13 - Communication**

Unless expressly indicated otherwise in the Contract, all notifications to the Partner shall be carried out by Aruba either by hand, via email, certified or not, by means of registered letter with advice of receipt, ordinary post, or by fax to the addresses indicated by the Partner at the order stage and, consequently, such notifications shall be considered known by the Partner. No changes to the Partner's addresses and contact details, including the email address provided when registering, that are not sent to Aruba via the channels stipulated in the Contract may be used.

**Art. 14 - Final clauses**

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**14.1** This Contract is not designed to create any kind of dependent relationship, agency, joint venture, consortium or similar, between ARUBA and the PARTNER, nor does it grant either Party the power to represent the other Party in any place or situation without the written authorisation of the Party who intends to be represented.

**14.2** The titles of the articles that make up the Contract are provided solely for ease of reference and may not be used to interpret the content of the Contract.

**14.3** If any clause of the Contract is declared invalid, this will not invalidate all the other clauses therein. In such an event and as far as possible, any such invalid clause must be replaced with another with an effect that is as equivalent as possible to that which the Parties intended to achieve when drawing up this Contract.

**14.4** Any changes to the Contract must be made exclusively in writing.

**14.5** Any authorisation or waiver granted or to be granted by one Party to the other shall not undermine that Party's right to fully exercise all its rights in accordance with the Contract.

**14.6** The Contract cancels and replaces any agreement previously entered into, including verbally, with the same purpose.

**14.7** The Contract takes precedence over any other document. As a result, if there is any contradiction, divergence or discrepancy between the provisions of this Contract and the clauses of any other document, the latter will be assumed to be invalid and inapplicable, unless these clauses specifically make an exception to the provisions contained therein.

**14.8** By sending the subscription form, the Partner acknowledges and agrees that it is entering into a contract whose sole valid and effective version is the Italian language version, the other versions provided by Aruba in any other foreign language being available solely as a gesture of courtesy.