

Pikered Professional Services & Terms Conditions

By placing an order for Professional Services ("Services") from Pikered srl ("Pikered"), the customer ("Customer") agrees to comply with these Terms and Conditions ("T&C's"). The Services will be provided by Pikered or its contractors, as outlined in the applicable Statement of Work, which will become part of this Agreement and be governed by the terms and conditions stated here.

1. Professional Services; Statements of Work ("SOWs").

The Customer engages Pikered to deliver consulting, training, and other professional services (the "Professional Services") as specified in Statements of Work or Agreements signed by both parties, or orders standard packaged offerings ("SOWs"). Each SOW will include, at minimum, a reasonably detailed description of the Professional Services to be provided and the applicable fees. Every SOW will be incorporated into and become part of these T&C's. In case of any conflict between the provisions of these T&C's and a SOW, the relevant terms of the SOW will take precedence.

2. Performance of Professional Services.

Unless otherwise stated in a SOW, all Professional Services will be conducted at Pikered's premises. For any Professional Services carried out at the Customer's location, the Customer agrees to (a) provide Pikered personnel with adequate office space and necessary access to hardware and systems, and (b) materially comply with all applicable laws regarding the treatment of Pikered personnel present on the Customer's premises.

3. No Software Licenses.

These T&C's apply solely to the provision of Professional Services. Any software and/or subscription services, including maintenance and support provided by Pikered to the Customer, will be governed by separate T&C's.

4. Fees, Taxes and Expenses.

(a) In exchange for the Professional Services, the Customer shall pay Pikered (or Pikered's authorized reseller) the fees specified in each SOW, in Euro unless otherwise quoted in another currency in the SOW or a separate quote. Pikered's fees exclude any local, state, federal, or foreign taxes, levies, or duties ("Taxes"). The Customer is responsible for all Taxes, except those based on Pikered's income. If Pikered is legally required to pay or collect Taxes for which the Customer is liable under this section, the corresponding amount will be invoiced to and paid by the Customer unless a valid tax exemption certificate is provided by the Customer from the relevant taxing authority. The Customer also agrees to reimburse Pikered for reasonable out-of-pocket expenses, including travel and lodging, incurred in connection with delivering the Professional Services under any SOW ("Expenses").

(b) Unless agreed in writing, Professional Services must be utilized within twelve (12) months of the purchase date. If not used within that period, Pikered will have no obligation to provide the Professional Services, and the Customer will not be entitled to any refund for amounts related thereto.

5. Payment Terms.

This Section 5 applies only to engagements where the Customer issues a purchase order directly to Pikered. Pikered will invoice the Customer for the Professional Services as outlined in the SOW, along with any Expenses at actual cost. The Customer must pay invoices within ninety (90) days from the end of the month in which the invoice is issued. In addition to any other rights and remedies Pikered may have, if the Customer's payments are more than thirty (30) days overdue, Pikered reserves the right to suspend the provision of Professional Services until the account is fully paid.

6. Confidentiality.

(a) As used in this section, "**Confidential Information**" refers to all confidential and proprietary information belonging to one party ("**Disclosing Party**") and disclosed to the other party ("**Receiving Party**"), whether verbally or in writing, which is designated as confidential or should reasonably be understood as confidential given the nature of the information and the context of disclosure. Confidential Information does not include information that: (i) becomes publicly known without violating any obligation to the Disclosing Party; (ii) was known by the Receiving Party prior to disclosure without breaching any obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party without breaching any obligation to the Disclosing Party; or (iv) is lawfully received from a third party without breaching any obligation to the Disclosing Party.

(b) The Receiving Party agrees to: (i) use Confidential Information solely for the purpose of fulfilling its rights and obligations under these T&C's; (ii) share Confidential Information only with its employees, directors, independent consultants, or agents who need to know such information and are bound by a professional duty or written agreement to confidentiality and non-use obligations at least as protective as those in these T&C's; and (iii) refrain from disclosing any Confidential Information to third parties. The Receiving Party must notify the Disclosing Party immediately and cooperate fully upon discovering any unauthorized use or disclosure of the Disclosing Party's Confidential Information. If the Receiving Party is legally compelled to disclose Confidential Information, it must provide the Disclosing Party with prior written notice of the compelled disclosure (as far as legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure. Notwithstanding the foregoing, the Customer acknowledges and agrees that Pikered, in providing the Professional Services, will collect, store, and use information from the Customer, including but not limited to data regarding the Customer's users and customers ("**Information**"), for the purposes of (i) delivering the Professional Services and (ii) analyzing and improving Pikered's products and services. The Customer represents and warrants that it has all necessary rights and permissions to grant Pikered access to such Information.

(c) Upon termination of these T&C's, for any reason, the Receiving Party shall (i) immediately cease using the Disclosing Party's Confidential Information and (ii) upon the Disclosing Party's request, either return or destroy all of the Disclosing Party's Confidential Information.

(d) If the Receiving Party discloses or uses (or threatens to disclose or use) any of the Disclosing Party's Confidential Information in violation of this Section 6, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available, as the parties acknowledge that other remedies may be inadequate.

7. Proprietary Rights.

(a) The Customer will retain sole ownership of all rights, title, and interest in its Confidential Information. Likewise, Pikered will solely own all worldwide rights, title, and interest in its Confidential Information and the Deliverables.

(b) Subject to the terms of these T&C's, the Customer will have a perpetual, worldwide, non-transferable, non-sublicensable, and non-exclusive license to use any Deliverables provided as part of the Professional Services.

(c) Notwithstanding any other provision of these T&C's: (i) nothing in this Agreement shall be interpreted as assigning or transferring any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise ("**Tools**") used by Pikered to create the Deliverables, and (ii) the term "Deliverables" does not include these Tools. To the extent that Tools are delivered with or as part of the Deliverables, they are licensed—not transferred—to the Customer, under the same terms as the Deliverables. The term "Deliverables," as used herein, refers to any configurations, reports, and/or written documentation created for the Customer in connection with the Professional Services.

8. Warranty and Disclaimer.

(a) Pikered warrants that the Professional Services will be performed in a professional and workmanlike manner. In the event of a breach of this warranty, Pikered, at its sole discretion and expense, will either: (i) re-

perform the relevant Professional Services in compliance with the warranty, or (ii) if, after using commercially reasonable efforts, Pikered is unable to do so, terminate all or part of the applicable SOWs. Upon such termination, Pikered will promptly refund the Customer for any fees paid for the non-compliant Professional Services. The rights and remedies provided to the Customer under this Section 8(a) constitute Pikered's entire liability, and the Customer's exclusive remedy, for any breach of the warranty in this Section 8(a).

(b) Except as expressly stated in Section 8(a), Pikered makes no warranties of any kind, whether express, implied, statutory, or otherwise. Pikered, on behalf of itself and its suppliers, specifically disclaims all implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

9. Indemnification

(a) Subject to Section 10, Customer agrees to indemnify, defend, and hold harmless Pikered and its contractors, officers, directors, employees, agents, and representatives from any damages, costs, attorneys' fees, penalties, fines, liabilities, or expenses arising from third-party actions or claims (collectively referred to as "Losses") related to (i) death or injury to persons caused by Customer; (ii) violations of applicable laws by Customer; or (iii) infringement of a third party's intellectual property rights by Customer in the country where the Services were provided or received.

(b) Subject to Section 10, Pikered agrees to indemnify, defend, and hold harmless Customer from any Losses arising from third-party actions or claims related to (i) death or injury to persons caused by Pikered; or (ii) infringement of a third party's intellectual property rights by Pikered in the country where the Services were provided or received. However, Pikered will not be liable to Customer under this section if any infringement or claim arises from: (i) the combination, operation, or use of a Deliverable with equipment or software supplied by Customer when the Deliverable would not infringe on its own; (ii) compliance with designs, specifications, or instructions provided by Customer; (iii) use of a Deliverable in an application or environment not intended under these terms and conditions; or (iv) modifications made to a Deliverable by anyone other than Pikered if the unmodified Deliverable would not have infringed. Pikered will fulfill its obligations hereunder by either obtaining the right for Customer to continue using the Deliverables without infringement or by replacing or modifying the Deliverables so they no longer infringe.

(c) Upon receiving notice of any claim for which indemnification is sought under these terms and conditions, the indemnitee must promptly inform the indemnitor of the claim in writing. Failure to provide such notice will not diminish the indemnitor's obligations under this section if the indemnitor is aware of the claim through other means or if the failure to notify does not materially affect its ability to defend the claim. Within fifteen (15) days of receiving notice, but no later than ten (10) days before any formal response is due, the indemnitor will inform the indemnitee in writing whether it acknowledges its indemnification obligation and intends to take control of the defense and settlement of the claim (this is referred to as a "Notice of Election"). By issuing a Notice of Election, the indemnitor waives any right to seek contribution from the indemnitee unless the Notice explicitly states that the indemnitor believes in good faith that the indemnitee may be liable for portions of the claim that are not indemnifiable, in which case the indemnitee may participate in the defense and settlement at its own expense using its chosen counsel.

(d) If the indemnitor provides a timely Notice of Election, it will have sole control over the defense and settlement of the claim, except as outlined in the preceding paragraph. After delivering a timely Notice of Election, the indemnitor will not be liable for any attorneys' fees incurred by the indemnitee in defending or settling the claim. Additionally, the indemnitor will not be responsible for reimbursing the indemnitee for any amounts paid in settlement of the claim if the settlement was agreed upon without the indemnitor's written consent.

(e) If the indemnitor fails to deliver a timely Notice of Election regarding a claim, the indemnitee may defend and/or settle the claim as it sees fit, and the indemnitor will promptly reimburse the indemnitee upon request for all Losses incurred in connection with the claim.

(f) This Section 9 on indemnification constitutes the exclusive rights and remedies concerning the matters indemnified.

10. Limitations of Liability.

(a) In no event will either party's (or its suppliers') liability for direct damages under this agreement exceed the total value of the amounts payable under the specific SOW or SOWs in question.

(b) Neither party shall be liable to the other for any lost profits, loss of use, costs of obtaining substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages, regardless of the cause and whether arising in contract, tort, or any other legal theory, even if the party has been advised of the possibility of such damages.

(c) The limitations and exclusions of liability outlined in Sections 10(a) and 10(b) shall not apply to damages arising from a breach of a party's confidentiality obligations under Section 6.

11. Term and Termination.

(a) These T&C's will commence on the date of engagement specified in a SOW and will remain in effect until terminated according to the terms herein. Either party may terminate these T&C's by providing sixty (60) days' advance written notice to the other party. However, if there is a SOW with obligations that extend beyond the termination date, the terms of these T&C's will continue to apply until all obligations are fulfilled or until termination as described in Section 11(b).

(b) Either party may terminate these T&C's or any SOW immediately upon written notice if: (i) the other party fails to fulfill its material obligations under these T&C's or any SOW, and such failure is not remedied within thirty (30) days of receiving written notice of the breach from the non-breaching party; or (ii) the other party breaches any confidentiality obligations as outlined in Section 6. Additionally, Pikered may terminate these T&C's or any SOW if the Customer is more than thirty (30) days overdue on payments to Pikered.

(c) In addition to any payment obligations owed by either party to the other, the following sections will survive the termination of these T&C's, regardless of the reason: Sections 4, 5, 6, 7, 8(b), 9, 10, 11(c), and 13.

12. Subcontractors.

Customer acknowledges that Pikered may either perform the Services directly using Pikered personnel, or in whole or in part, through any of its subcontractors on its behalf.

13. Miscellaneous Provisions.

(a) The parties are independent contractors under these T&C's, and nothing in this T&C's grants either party the authority to act as an agent for the other or to bind the other party to any transaction or T&C's.

(b) These T&C's will bind and benefit each party's permitted successors and assigns. Neither party may assign or transfer these T&C's, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party. Any attempt to assign or transfer these T&C's without such consent will be considered null and void. Notwithstanding this, either party may assign these T&C's without consent to the acquiring or surviving entity in a merger or acquisition where that party is the acquired entity (whether through merger, reorganization, acquisition, or sale of stock) or to the purchaser of all or substantially all of that party's assets.

(c) Throughout the term of these T&C's, Pikered will maintain insurance policies on professional indemnity and against cyber incidents. A certificate of insurance will be presented to Customer upon Customer's written request.

(d) All notices, requests, demands, and other communications under these T&C's must be in writing and will be considered given: (i) upon receipt if delivered in person; (ii) upon receipt if sent via certified or registered mail (return receipt requested); or (iii) two (2) days after being sent via overnight delivery by a major commercial

courier service. Either party may specify or change the address for notices and communications through a similar notice.

(e) Neither party will be liable to the other for any delay or failure to perform any obligation under these T&C's (excluding the obligation to pay fees) if such delay or failure results from unforeseen events occurring after the date these T&C's were entered into and beyond the reasonable control of the parties. Such events may include strikes, blockades, wars, terrorism, riots, natural disasters, or refusal of licenses by government or governmental agencies, as long as they prevent or delay the affected party from fulfilling its obligations and the party cannot reasonably prevent or remove the force majeure event at a reasonable cost.

(f) These T&C's will be governed by and construed in accordance with the laws of the State of Italy, without regard to conflict of laws principles. The competent court in Milan, Italy, will have exclusive jurisdiction over any disputes or actions arising under or related to these T&C's.

(g) If any provision of these T&C's is found to be invalid or unenforceable under applicable law, all other provisions will remain in full force and effect. These T&C's, along with any SOW executed under them, represent the complete agreement between the parties regarding the subject matter and supersede all prior communications, representations, understandings, and agreements, whether oral or written. Any additional or conflicting terms in a purchase order, invoice, or other communication will be null and void. Modifications or waivers to these T&C's and any SOW must be made in writing and signed by both parties. A waiver of any breach of these T&C's will not constitute a waiver of any other breach or future breaches. These T&C's may be executed in counterparts and by facsimile, with each counterpart considered an original and together constituting one agreement.