



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In these General Terms and Conditions the following definitions shall apply:

**“CLIENT”** means any subject, either legal entity or individual – non-consumer according to EU laws - that consents to these General Terms and Conditions and signs the Order.

**“CONSULTING SERVICES”**: consulting services that are described in the Order and provided by staff, contractors and /or third parties which THRON uses.

**“CONTENT”**: any content (and related versions) such as video, audio, picture, text, document, generic file, link to HTML external page that is uploaded into the Software.

**“DEVICES”** means any device, either software or hardware, that gives access to the contents provided by the Software, such as desktop browser, mobile browser, native mobile application.

**“MARKETPLACE”**: the website managed by THRON where the Clients can activate extensions, connectors or additional services complementary to the Software.

**“OPERATORS”**: persons authorized by the Primary Contact Person who are granted specific access privileges to the Software such as the right to manage and publish contents, to access reserved contents or specific features;

**“ORDER”** means the document describing, among other things, the Software and the Consulting Services THRON offers to the Client and the corresponding fees, terms of payment and the term of the contract. The terms and conditions described in the Order may be integrated and/or amended by following Orders, which will be considered part of the first Order.

**“PREPAID PLAN”**: pricing plan that gives Client the chance to reserve a specific quantity of the Software modules for a certain duration;

**“PRIMARY CONTACT PERSON”**: person chosen by the Client within their organization and indicated in the Order, who is appointed main contact person of the Software;

**“RECURRING FEE”** means the sum that the Client has to pay to THRON for the use of the Software for a certain period of time; the 85% of each yearly recurring fee has to be considered as “Activation fee”.

**“SOFTWARE”**: software platform delivered by THRON to the Client according to the terms indicated in the Order and uniquely identified by a third level domain name, such as <https://name.thron.com>.

**“SERVICE LEVEL AGREEMENT” or “SLA”**: all the qualitative terms of the Software as described in the document attached to these General Terms and Conditions;

**“STAGING ENVIRONMENT”**: additional instance of the Software used as testing or preproduction environments;

**“TERMS OF USE”**: terms that govern the use of the add-on modules to “THE INTELLIGENT DAM”;

**“THRON”**: THRON S.p.A. whose registered office is Via dei Contarini, 5/A – Piazzola Sul Brenta (PD), Italia – VAT. No. 03586990289;

**“UPFRONT FEE”**: non-refundable amount of the prepaid pricing plan that the Client pays on signature of the Order and on any Order renewal.

### 2. SCOPE

2.1. These General Terms and Conditions shall govern the contractual relationship between THRON and the Client with regard to any provision of the Software and the Consulting Services.

2.2. The Software includes:

- a. “THE INTELLIGENT DAM” module (hereinafter DAM), set on the number of total Content monthly stored in the Software;
- b. Add-on modules to the DAM, which the Client can purchase separately. The add-on modules are set according to the features described in the corresponding Terms of Use.

2.3. The Client will be charged the monthly fee based on the actual usage/selected configuration of each module according to §2.2

2.4. These General Terms and Conditions and the Order shall prevail on any other document signed between the Parties. In case of conflict between these General Terms and Conditions and the conditions contained in any other document signed by the parties, the first shall prevail.

### 3. EXECUTION OF CONTRACT

3.1. By signing the Order, the Client confirms to have read and accepted these General Terms and Conditions and the attached Service Level Agreement available online.



- 3.2. These General Terms and Conditions and the attached Service Level Agreement shall govern any future provision of goods and/or services to the Client by THRON.
- 3.3. Once the Order is complete, the Client shall sign it and send it to THRON, either directly or through intermediaries or agents authorised by THRON.
- 3.4. The contract shall be deemed to have been entered into when, upon receipt of the signed Order, THRON activates (or confirms the activation in case of trial) the Software pursuant to §5.1.
- 3.5. If THRON does not want to accept the Order, THRON shall give the Client a written notice within 14 days upon receipt of the said Order.
- 3.6. THRON reserves the right to modify these General Terms and Conditions at any time notifying the Client 60 days in advance. The amended terms shall become effective upon posting the new version on THRON website. The Client shall be entitled to terminate the agreement according to §4.

#### 4. TERM AND TERMINATION

- 4.1. The initial term of this contract will be one month, and it will be automatically renewed for the same period, unless differently agreed by the parties in the Order. Any different agreement on the term and termination of the contract specified in the Order shall prevail. The Client may terminate this Contract at any time by providing THRON written notice of non-renewal at [thron@legalmail.it](mailto:thron@legalmail.it). The Software will be disabled at the end of the following month after the termination notice is received by THRON and the Client will pay all the fees for the services provided until that date.
- 4.2. The Client may also terminate one or more active Prepaid Plan; in this case, the Client will pay the fees for the service provided until the end of the month when the termination notice is received by THRON.

#### 5. ACTIVATION AND ACCESS TO THE SOFTWARE

- 5.1. THRON shall send the Primary Contact Person an e-mail containing a safe URL, which is protected by a temporary token, that will enable the Primary Contact Person to first login to the Software. The Primary Contact Person will be thereby able to complete the first login *wizard*, which gives the possibility to choose and set their own login credentials. From that moment on, the login credentials will identify the sole Primary Contact Person and his identity will be considered as confidential.
- 5.2. If the Token is stolen, mislaid or lost, the Client shall immediately report the event to THRON Customer Service at [support@thron.com](mailto:support@thron.com).
- 5.3. THRON shall not be under any liability if the Token is stolen, mislaid or lost.
- 5.4. The Software will be active as of the Client receives the Token according to § 5.1.

#### 6. GUARANTEE OF THE OPERATIONAL STATUS OF THE SOFTWARE

- 6.1. The Software will be provided in accordance with the quality standards stated in the Service Level Agreement attached to these General Terms and Conditions.

#### 7. INVOICING AND PAYMENT

- 7.1. The monthly fee for the service provided will be invoiced at the end of each month and payed at 30 days invoice date end of month.
- 7.2. Any change in the prices shall be notified to the Client. The Client shall be entitled to terminate the agreement according to §4.
- 7.3. If the Client activates a Prepaid Plan, the first invoice shall include the recurring fee for the service provided, any over usage fees, and the Upfront Fee of the Prepaid Plan. At the end of the following months and until the Prepaid Plan expiration date, THRON will invoice the recurring fee for the service provided and any over usage fees. When the Prepaid Plan expires it will be automatically renewed at the same conditions.
- 7.4. Each Software module, as described in §2.2, will be available according to the settings chosen by the Client as indicated in the Order or subsequent amendments. According to the modules purchased by the Client, the monthly fee shall include:
  - a. As to the "DAM" module, the price for the total number of contents measured the last day of the previous month added to the total number of the new contents created on the Software in the reference month;
  - b. As to the add-on Modules, the price of the selected configuration according to features specified in the Terms of Use of each module.
- 7.5. The Client is aware that the usage of the Software exceeding the thresholds stated in the purchased Prepaid Plans may result in additional costs. The additional costs will be invoiced to the Client at the end of the month when the over usage occurs.
- 7.6. The Client can use the Software without any limit of Contents, and of the other parameters of the add-on modules, thus the full Software service continuity is guaranteed. The Client can monitor the status of his monthly consumption at any time by logging into his reserved area.

- 7.7. Late payments shall accrue interest at the rate set forth in Legislative Decree 231/2002 article 5 of the Italian Law plus 3 points, without the need for a formal reminder.
- 7.8. When any payment related to the Software is overdue by more than 30 (thirty) days, THRON will have the right to suspend the provision of the Software services and/or to terminate the contract.
- 7.9. All payments must be made in Euros to the bank account whose details are specified in the relevant invoice.
- 7.10. Unless otherwise agreed by the parties, any amendment, addition, change or any action affecting the services provided by THRON and agreed between THRON and the Client shall not cause any change to the terms of payment and invoicing stated in this General Terms and Conditions.

#### **8. STAGING ENVIRONMENTS - INVOICING**

- 8.1. The Client can ask THRON to activate one or more Staging environments connected to the Software.
- 8.2. The prices applied to the services used within the Staging Environments will be the same of the plan purchased by the Client for each module. Their usage will be added to the monthly consumption of the Software, according to the following rules:
  - a. Usage of the DAM module and of the add-on modules, activated in the Staging Environment will be added to the consumption of each module of the Software, thus making up their total consumption;
  - b. Extensions and Connectors developed by THRON and that the Client has not purchased yet in the Software will be billed according to the agreed terms;
  - c. Extension and Connectors developed by THRON and already purchased by the Client and activated in the Software will not be further charged;
  - d. Extensions and Connectors not developed by THRON, even though previously purchased in the Software, will be billed according to the applicable prices as set forth in art. 15 of the General Terms and Conditions.

#### **9. CONSULTING SERVICES**

- 9.1. The Consulting Services relate only to the services described in the Order and/or purchased on Marketplace and will be performed in accordance with the terms and the conditions stated therein.
- 9.2. Throughout the term of this contract, THRON will have the right to independently determine those employees, partners or subcontractors who shall perform the Consulting Services. THRON will also have the right to replace and/or reallocate them during the term of this contract. THRON ensures that the individuals providing the Consulting Services will always have the appropriate technical expertise in order to provide a good performance of the services.
- 9.3. According to Legislative Decree 81/2008 of the Italian Law and subsequent amendments and supplements, if the Consulting Services are to be provided inside the Client's premises and/or in an individual production unit and/or in the context of the overall production cycle, and the Client has the legal right of using these places, the Client shall provide THRON's employees/partners/subcontractors with detailed information about any specific risks related to the environment where they shall operate and the relevant emergency measures adopted. Therefore, the Client shall foster the cooperation and coordination with THRON in order to implement the measures to prevent any work-related injuries caused by the performance of the Assistance.
- 9.4. According to Legislative Decree 81/2008 article 26 of the Italian Law the Client undertakes to comply with all the applicable workplace health and safety laws and regulations. The Client shall hold harmless and indemnify THRON against any losses, liabilities and claims arising out of the failure to fulfil the above said obligations.

#### **10. CONFIDENTIALITY**

- 10.1. The terms and conditions of the Order and any other information related thereto are strictly confidential and the parties of this contract shall not disclose them to any third party. The parties of this contract shall keep the Confidential Information confidential and shall limit the access to Confidential Information to those of their employees, contractors and agents who need such access for the purposes of this contract.

#### **11. INTELLECTUAL PROPERTY**

- 11.1. This contract does not transfer to the Client any rights on graphics, trademarks, patents and other intellectual property of any kind related to the Software, which must not be altered, removed or copied.
- 11.2. This contract does not grant either party any implicit right, or any other right, to the other party's content or to any intellectual property of that party. The Client owns all intellectual property rights in its own data and THRON owns all intellectual property rights in connection with the Software. This contract does not transfer from THRON, or any other third-party licensor, to the Client any intellectual proprietary right on the Software, on other software, on source codes or on any other document and data relating thereto.

11.3. The client is forbidden to translate, modify, re-engineer, decompile, disassemble and / or alter the source code of the Software Cloud and of the software and any other program made available to the Client by THRON. It is also forbidden to sell and distribute the Software Cloud.

## 12. THE CLIENT'S REPRESENTATION

12.1. The Client represents that it executes the contract as a professional or an entrepreneur.

12.2. The Client expressly represents that it has received and examined all the documents relating to the Software and he knows all parts thereof. Link: [www.thron.com](http://www.thron.com) and [help.thron.com](http://help.thron.com).

## 13. CUSTOMER SERVICE

13.1. THRON shall, directly or through any intermediary, provide the technical support for the Software and for the equipment possibly furnished by THRON and related to the Software (hereunder, "Customer Service"), in accordance with the terms and conditions described in the attached Service Level Agreement.

## 14. WARRANTIES – LIMITATION OF LIABILITY

14.1. THRON only warrants that the Software will substantially conform to the specifications stated in the Order.

14.2. Except as expressly forbidden by the applicable law, THRON will not be liable for any direct, indirect, incidental, special, consequential or exemplary damage (including any sanction, loss of profit or reputational damage) occurring to the Client or any third party arising in connection with the use of the Software and/or the use of the equipment possibly furnished by THRON and/or the Consulting Services. THRON will not also be liable for any damage occurred as a result of any suspension of the Software, arising from not having used the Consulting Services or the equipment furnished by THRON or resulting from the loss of the Software login credentials.

14.3. Except as expressly forbidden by the applicable law, THRON will not be liable for (a) any damage claimed by third parties against the Client, (b) any loss, damage or theft of the Client's data or third parties' data, as a result of data interception activities not caused by THRON, or (c) any loss or damage suffered by the Client as a result of the incompatibility of the Client's equipment or applications with any part of the Software and/or the equipment furnished by THRON.

14.4. Considering the above and except as expressly forbidden by the applicable law, if the Client opts for the "Enterprise Profile" Customer Service, the Client's sole remedy for any unavailability, non-performance or other failure by THRON to deliver the Software is to receive a Service Credit, as compensation, in accordance with the terms of the SLA.

14.5. When the remedy provided by §14.4 does not apply, THRON's liability will be limited to the amount the Client pays under this contract for the delivery of the Software in the 6 months preceding the event that caused the damage.

14.6. The Client acknowledges that the localization service used for analytics purposes or for restricting the access to contents, referred to below as Geolocation, Geoblocking or Geofiltering, is based on third party databases that chart the IP address supplied by the provider of Device connectivity and the Country; THRON will not be liable for any error, lack of information or other collateral effects caused by the inaccuracy of Geoblocking data.

14.7. Any claim shall be submitted within 8 days of the discovery of the faults of the Software and/or the equipment furnished by THRON. To be eligible, the claim must include the description of the fault and the relevant documents that prove THRON's liability.

## 15. PURCHASES ON MARKETPLACE

15.1. The Client acknowledges that these General Terms and Conditions apply to any THRON's or third-party's service, extensions and connectors for sale or available for free on Marketplace with the purpose of widening the extent of use of the Software, together with the relevant specific licensing terms published on Marketplace.

15.2. The following article 16 applies to any third-party's extensions, connectors and services.

## 16. THIRD PARTY'S EXTENSIONS AND CONNECTORS

16.1. Third-party extensions and connectors, (hereinafter, "Additional Services"), such as hardware, software applications, plugins, may be made available to the Client as part of the Software. The Client acknowledges that the usage of the Additional Services is at their own discretion and risk and that they will be solely responsible for any damage resulting from such services.

16.2. The Client is solely responsible for adequate protection and backup of the data used in connection with any of the Additional Services. THRON will not be liable for: (i) the contents of the Additional Services, (ii) any delay, interruption and/or error in the provisions of the Additional Services, (iii) any damage that the Client may suffer in connection with downloading, installing, using and/or modifying such Additional Services. No advice or information, whether oral or written, obtained by the Client from THRON shall constitute any warranty for the Additional Services.

16.3. THRON shall have no liability for any defect and/or failure of the Software caused by the Additional Services and the Client shall not be entitled to any indemnity or reduction in fees for the Software.

#### 17. CLIENT'S LIABILITY

17.1. While using the Software and the equipment possibly furnished by THRON the Client shall not:

- a. share contents that violate or infringe any third-party right(s) (including without limitation any intellectual property, personal or contractual rights) by using the Software;
- b. share any blasphemous, obscene, defamatory, illegal or harmful data and/or information, or share any data and/or information that violates or infringes any third-party right(s) and/or any applicable laws or regulations;

17.2. If the Client becomes aware that the Software or part thereof is being used fraudulently or for illegal purposes, the Client must immediately inform THRON, providing any information thereof.

17.3. The Client is fully liable:

- a. for any communication sent using the Software;
- b. for any information and document given to THRON in order to receive the Consulting Services;
- c. for the activation of additional software components, which may affect the Software and the services provided under this contract or alter the configuration registers.

17.4. In any case, the Client will indemnify and hold harmless THRON from and against any claim, damage, loss, liability arising out of the Client's incorrect use of the Software and/or the equipment possibly furnished by THRON and/or the Consulting Services.

#### 18. REFERENCES

18.1. The Client gives THRON the consent to use its name in connection with this contract for promotional and marketing purposes. The Client gives THRON the consent to use its logo, its brand and any other trademark it owns.

18.2. Unless specifically authorized by the Client, THRON cannot use the Client's name, logo, brand and other trademark in order to create a *case history* to be published on THRON's website.

#### 19. EXPRESS TERMINATION CLAUSE

19.1. When the Client fails to meet one of his obligations described in the Order, or in the following articles: 7. (Invoicing and Terms of Payment), 10. (Confidentiality), 11. (Intellectual property) and 17. (Client's liability), THRON will have the right to immediately terminate this contract by notifying the Client of its will to exercise the said right.

#### 20. TERMINATION OF CONTRACT

20.1. Upon expiration or termination, for any cause, of this contract any THRON's obligation related to the provision of the Software and the storage of Client's digital contents will terminate.

20.2. Namely, the Client acknowledges and agrees that all its data, information and contents uploaded on and stored in the Software will be erased by THRON after thirty days following the termination of this contract. This data erasing process will terminate in thirty days. Therefore, in order to preserve all its data, information and contents, the Client must download them within thirty days following the termination of this contract.

#### 21. APPOINTMENT OF THRON AS DATA PROCESSOR

21.1. For the purposes and the execution of this contract, the parties will have access and will process personal data of the data subjects; the Client acts as data controller under European Regulation 2016/679 ("GDPR"). In compliance with 2016/679 Regulation, the Client appoints THRON as the Data Processor for the personal data of subjects, in relation to any the processing necessary for the execution of this contract.

21.2. The appointment as Data Processor will be effective until this contract terminates for any reason. At the end of this contract, the Customer will have 30 days to download processed data, then the data will be deleted without the possibility of recovery, in compliance with current legislation.

21.3. THRON will carry out any data processing on behalf of the Client, as external processor of data, in accordance with the applicable rules and the services described in this contract.

21.4. Namely, THRON shall:

- a. as the Data Processor, process the data received by the Data Controller, or any other data under this contract, in compliance with this contract obligations and the national and EU legislation;
- b. appoint the persons in charge of the data processing, give them instructions for the performance of their duties and monitor their activities;

- c. inform the Data Controller of any request, order or supervision coming from the relevant Data Protection Authority, or any other judicial or administrative authority related to the data processing activities carried out by the Data Processor on behalf of the Data Controller;
  - d. undertake to provide adequate physical, technical and organizational security measures to protect the personal data given by the Data Controller. By means of such security measures, THRON shall keep and control the personal data in such a way as to minimize any risk of destruction or loss of data, whether by accident or not, of unauthorized access to the data or of processing operations that are either unlawful or inconsistent with the purposes for which the data have been collected with the purpose of ensuring that these treatments will be managed in the safety and security conditions provided for by the European Regulation 2016/679;
  - e. properly select the system administrators on the basis of their experience, capability and reliability in order to guarantee compliance with the applicable provisions in personal data processing and data security;
  - f. monitor, at least once a year, the activities carried out by the system administrators and their compliance with the organisational, technical and security measures provided by law concerning the data processing;
  - g. adopt a series of systems able to record the access to processing systems and to electronic databases performed by the system administrators;
  - h. retain personal data no longer than is necessary to fulfil any contractual obligation and duty and, in any case, no longer than the term of this contract, including deferments and extensions thereof, except when it is required by law, regulation or a judicial order;
  - i. collaborate with the Controller and the Authorities to process the requests of data subjects and shall guarantee the possibility to exercise and take care of the applications of the rights provided for by the art. 12-22 of the European Regulation 2016/679, informing the Data Controller when a stakeholder exercises these rights.
- 21.5.** The Client acknowledges and agrees that personal data may be transferred to, shared, used and stored in third parties data centres in EU and non-EU countries, such as the United States of America, in full compliance of the EU legislation, regulating the collection, use and storage of data for the purposes set forth in this article.
- 21.6.** The Client has the right to request any amendment and/or addition to this mandate when it becomes necessary due to the introduction of new provisions of law, regulations or provisions adopted by the administrative or judicial authorities in connection with the personal data protection.
- 22. APPLICABLE LAW AND COMPETENT JURISDICTION**
- 22.1.** The laws of Italy govern this contract and any dispute of any sort that might arise between the Client and THRON. Any dispute related to the Software or to this contract will be adjudicated in the court of Padua. The Client consents to exclusive jurisdiction and venue in this court.