General Terms and Conditions for IT Solutions, Professional Services and Hardware

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1. Object

1.1 These general conditions regulate the supply, by Hyphen Group srl, with registered office in Via Marconi 14, Affi (VR) – VAT no. 02926170230, in the person of its pro-tempore legal representative (referred to as Hyphen from now on), and in favour of the Customer, of the Hardware products and of the core module of the Chalco Brand Life platform, - "Chalco Orchestra" - which may be made available in Saas or Subscription mode depending on the mode chosen by the Customer and which allows the delivery of the various Solutions and Chalco Add-ons useful to activate specific functionalities, services and/or integrations (e.g. Chalco Virtual Showroom Solution, Chalco Shooting Solution, Chalco Heritage Solution, etc.). (hereinafter "The Solution" or "The Solutions").
The subject-matter of the contract is also all the professional services related to the Solutions and/or requested by the Customer, such as, by way of example but not limited to, all the activities of analysis, assessment, design, consultancy, training, installation and configuration, support and assistance, also in the Help Desk and Service Desk formulas (hereinafter collectively "the Services", also in the singular form).
1.2 The supply is also governed by the conditions relating to particular types of products, requirements and project specifications, as well as by the commercial offer or any other equivalent contractual document ("Annexes"), which form an integral and substantial part of the relationship with the Customer. The whole of all the aforementioned documents and these general conditions constitutes the Contract.
1.3 These General Conditions, and all other documents forming the Contract shall in any case prevail over any general terms and conditions in use by the Customer, unless otherwise expressly agreed upon by the parties.
1.4 Any deviations from or amendments to these General Terms and Conditions shall be agreed upon and, in any case, result from a document written and signed by Hyphen, failing this they will have no effect against Hyphen.
1.5 This contract cancels and replaces any previous verbal or written agreement with the Customer.

2. Solutions, Services and products

2.1 Solutions, Services and Products are specified in the annexes and/or the commercial offer, project specifications or other equivalent contractual document.
2.2 Hyphen reserves the right to expand, integrate and/or modify the catalog of add-on modules, promptly communicating any updates to the Customer.
2.3 For the whole Contract duration, the Customer shall have the right to decide, in agreement with Hyphen, on the acquisition or provision of new Solutions, Services and Products replacing and/or in addition to those originally object of the Contract. Such amendment or addition will be the subject of a separate agreement between the Parties, it being understood that these general conditions will remain valid and applicable in any case.

3. Obligations, Hyphen's Liability and Contract Execution Mode

3.1 Hyphen undertakes to supply the Products and the Solutions, as well as to perform the Services in a workmanlike manner and in accordance with any service level set out in the Annexes, including the particular contract conditions, or agreed upon with the Customer through professionals having the necessary skills. During the performance of the

Contract Hyphen may replace or alternate the personnel employed at Customer's, in compliance with the guaranteed quality standards.

3.2 The Solutions, the Services and Products supply will be delivered in compliance with the methods and forms set forth in the Contract or, failing that, with the methods and in the forms deemed most suitable by Hyphen, at its premises or, if necessary or if requested by Hyphen, at Customer's previously identified premises.

3.3 Hyphen undertakes to ensure that its employees or collaborators who may be employed on the Customer's premises comply with all applicable rules of conduct and safety regulations, which shall be previously notified by the Customer to Hyphen.

3.4 If the Services are to be rendered at the Customer's premises, the Customer undertakes to provide Hyphen with premises and equipment suitable for carrying out the activity.

3.5 Any complaints regarding the conduct of employees under Article 3.3 shall be raised directly against Hyphen.

3.6 The Customer acknowledges and accepts that part of the Services, Products and Solutions usable through Chalco Orchestra may be delivered using third-parties Services and/or Products (hardware or software).

3.7 For the purpose of any Service Level Agreement to be granted by Hyphen to the Customer, the following definitions shall apply, unless otherwise expressly provided between the Parties:

i) shut down: total disruption of the Services, which completely prevents the Customer's business activities;

ii) severe disservice: a problem with high impact on production or its quality, in the presence of which the Customer's business activity can be carried out but at a reduced capacity;

iii) disruption connected to accessory functionalities: a tolerable problem that does not prevent normal daily use of the system (e.g. slow service).

3.8 The seriousness of the disruption shall be declared by the Customer at the time of the request for intervention, on the basis of truthful information and under its sole responsibility, subject to possible reassessment by the Hyphen staff.

3.9 In the Contract (including its Annexes and specific terms and conditions of supply), the following definitions shall also apply:

i) Response Time: the time interval between the Customer's reporting and Hyphen's acknowledgment of the problem;

ii) Intervention Time: the time interval between the maximum time for Hyphen to take over and the commencement of problem-solving activities by Hyphen;

iii) Recovery Time: the time interval between the maximum time of intervention by Hyphen and the restoration of the Service.

3.10 With respect to the performance of the professional and advisory services, Hyphen shall not be obliged to carry out any prior check on the contents and information it receives from the Customer for the execution of the agreement, and shall place full reliance on the truthfulness, correctness and completeness of all publicly available data and on all information received from the Customer, whether in writing or orally, without any obligation to verify its truthfulness, correctness and completeness. The Customer therefore acknowledges and agrees that the appropriateness of Hyphen's assessments and advice shall depend, in no way whatsoever, on the truthfulness, correctness and completeness of the information on which such assessments and advice are based, and no liability shall attach to Hyphen for any failure to verify the truthfulness, correctness and completeness of such information.

3.11 No default shall be imputable to Hyphen if it is the consequence of the failure or incompleteness of the Customer to provide the necessary information to enable the performance of the assignment.

3.12 The Customer acknowledges and agrees that the obligations undertaken by Hyphen under above section 3.1 constitute obligations of means and not of result, and shall not entail any guarantee in favour of the Customer in terms of the effectiveness of the activities performed under this agreement.
3.13 This agreement is concluded exclusively in favour of Hyphen; therefore, the Customer shall not, for its entire duration, be entitled to use other consultants in order to obtain similar or equivalent services to those covered by this agreement.

4. Customer's Obligations

4.1 The Customer agrees to provide Hyphen with all information, data, documents, and any other items required for the performance of the Services or requested by Hyphen for this purpose.
4.2 The delivery of the provisions of Article 4.1 shall take place in the form and on the terms indicated by Hyphen to the Customer, and in any case, where possible, in electronic format.
4.3 The Customer acknowledges that if the above is not provided to Hyphen in the required terms, Hyphen may be unable to perform the Services and therefore shall not be liable for any delay in the performance of the Contract, with respect to the agreed terms.
In this case, the Customer acknowledges and accepts that Hyphen may demand a redetermination of the agreed fees.
4.4 Notwithstanding the foregoing, the Customer shall grant Hyphen its full cooperation, if required, in the performance of the Contract.
4.5 In particular, the Customer undertakes to:

i) identify one or more internal contact persons who shall be able to interact with Hyphen, whose name, telephone number and e-mail address shall be communicated to Hyphen upon signature of the Contract, as per Section 5;
ii) make available to Hyphen its technological infrastructure, hardware and software, fully and correctly configured and fully functional, as well as any technical documentation relating thereto, which Hyphen deems necessary, as well as its personnel with appropriate skills when necessary for the performance of the Services;
iii) allow Hyphen access to the foregoing infrastructure by means of accounts and appropriate access profiles;
iv) provide Hyphen with access to the Customer's premises and make available to the company suitable area and workstations, including in terms of safety and working environment, ensuring adequate internet connections to Hyphen's personnel who will work at the Customer's premises.

4.6 Where the use of the Solutions and/or Services involves the Customer's access to platforms or programs, with the assignment of one or more confidential authentication credentials, the Customer shall be solely and exclusively responsible for the aforesaid credentials, also with regard to their custody and the activities carried out through their use. In no event shall Hyphen be liable for the use by third-parties of the authentication credentials issued to the Customer.
4.7 All activities performed through the accounts referred to in the preceding paragraph shall be referred, without exception, to the Customer, who, therefore, shall be solely responsible for communicating the authentication credentials to persons selected by it and authorised to access the Solutions and/or Services.
4.8 By signing the Contract, the Customers declares to acknowledge and to understand the nature and functionalities of the Solutions, Services and Products which constitute the subject matter of the agreement, in consideration of which, taking into account his/her needs and devices, he/she has come to the decision to enter into the Contract.

Hyphen, therefore, assumes no responsibility for such choice and the Customer remains solely responsible for the suitability of the Solutions, Services and Products with respect to such needs and features.
4.9 The Customer shall be directly liable for any use of the Services, including software programs, not in accordance with the Contract and its Annexes, by any employee or collaborator or appointee in any capacity whatsoever.
4.10 In the event the Customer discovers a disservice or malfunction relating to the Solutions, Services and/or Products under the agreement, Hyphen will undertake an analysis aimed at identifying the causes thereof and implementing all measures necessary for the definitive resolution of the problems detected. All costs relating to the aforesaid activities will remain the sole responsibility of by the Customer if, at the end of such activities, it emerges that the disservice or malfunction is not the direct consequence of actions or omissions attributable to Hyphen, but is the result of external factors beyond Hyphen's control and/or attributable to the same.

5. Contract Managers

5.1 If necessary or appropriate due to the nature of the Solutions and Services and Supplies under the Contract, or if requested by Hyphen, the Customer shall designate its own internal project manager (so-called Project Manager) to manage the technical aspects.
5.2 The Customer shall also indicate one or more internal contact persons for the handling of administrative matters.
5.3 Any notice concerning the Contract addressed to the Project Manager shall be deemed to have been given to the Customer, for all legal purposes.
5.4 The Customer shall also notify Hyphen of any change about the Project Manager or contact persons referred to in Section 5.2.
5.5 Project Manager and Hyphen’s contact persons shall relate each other in the forms and methods deemed most appropriate by Hyphen, according to the Contract subject matter.
In any case, the Parties’ technical representatives shall endeavour, in a spirit of mutual cooperation, to ensure the proper performance of the Solutions and Services, by organising, at intervals to be agreed upon, periodic meetings, during which the progress of the activities shall be reviewed, if necessary due to the Contract subject matter.

6. Safety Obligations

6.1 The Customer is obliged to observe all rules, laws and regulations, as well as all safety, accident-prevention and welfare regulations.
6.2 If the activities or services subject of the Contract take place, in whole or in part, at the Customer’s premises or, in any case, on premises at Customer’s disposal, the Customer shall ensure that such premises comply with the applicable occupational health and safety regulations, and shall assume all consequent and related liability.
6.3 Notwithstanding the foregoing, Hyphen warrants to have complied with all obligations regarding occupation safety regulations, as per Italian Ministerial Decree 81/08 and subsequent amendments and to possess adequate insurance cover for employees accidents.

7. Software Licence

7.1 In the event of software utilisation Licence transfer, the programs may be made available to the Customer according to different licensing arrangements (e.g. Subscription) offered by Hyphen.

7.2 Any activity of personnel training, technical assistance and customisation related to the programs are included in the Contract only if expressly provided for, and shall be rendered with the methods agreed upon in a separate document.

7.3 With the utilisation licence Hyphen grants the Customer the right to use the programs only for the purposes provided by the contractual documentation, also technical and project-related, and, if applicable, for the number of users and accesses equal to the purchased total number. No title or ownership rights on the programs and related documentation is transferred to the Customer.

7.4 Hyphen exclusively warrants that the program complies with the technical and functional features described in the logical and design documentation delivered to the Customer and present at the time of testing (if any) or, in any case, of configuration of the program.

7.5 In the event of termination or cessation of the Contract, for any reason whatsoever, unless otherwise provided by the Parties, the Customer shall no longer be entitled to use the programs, with immediate effect.

8. Intellectual Property and Economics Exploitation Rights

8.1 All programs which, under the Contract, the Customer shall be entitled to use, regardless of the methods in which they are expected to be used, and, therefore, even if installed on the Customer's systems or in Customer's availability, shall remain exclusive property of Hyphen or Hyphen's third-party suppliers.

8.2 The programs referred to in Section 8.1. and any additional modules are, therefore, granted to the Customer under a non-exclusive and non-transferable utilisation licence in accordance with the conditions set out in Section 7 above.

8.3 The utilisation licence does not include the right to obtain programs in source format, nor to obtain logical or design documentation.

8.4. The Customer is authorised to use only one copy of the program, installed on the agreed server and licensed without limitation of users and cores.

8.5 The Customer is expressly forbidden to make copies of the programs, in whole or in part.

8.6 The Customer is expressly forbidden to distribute the programs to the public, or to assign or sub-licence them to third-parties or, in any case, to allow their use by third-parties, whether for payment or free of charge.

8.7 The Contract shall be subject to the possibility of use by companies, branches and/or entities that are -directly or indirectly- owners, agents, distributors, service providers and/or exclusive and limited licensees of trademarks owned by the Customer, under the conditions provided for therein, it being understood that any new installation of programs at other companies, as identified above, shall be equivalent, as a rule, to the issuance of a new licence, and as such shall be regulated, also from an economic point of view.

8.8 The Customer undertakes to use its best efforts to ensure that the third-parties referred to in Section 8.6 will comply with the conditions of the licence of use and Hyphen's rights; however, the Customer shall remain directly responsible for the compliance with the conditions of the licence of use and Hyphen's rights by the aforesaid third-parties.

8.9 The Customer undertakes to keep the contents of the programs and documentation provided to the Customer secret and to protect the rights of Hyphen and/or its suppliers in all cases.

8.10 All documents produced by Hyphen for the performance of the Contract, such as, without limitation, feasibility studies, project analysis, memoranda, reports, manuals, etc., belong to Hyphen and may be used by the Customer to the extent strictly necessary for the performance of the Services, with the express exclusion of the right to reproduce and/or disclose their contents outside its organisation.

9. Hyphen's Liability

9.1 Without prejudice to the mandatory provisions of the law, Hyphen shall not be liable for any damages claimed by the Customer and third-parties as a result of the Services, Solutions and/or Products under the Contract, except to the following extent.
9.2 Hyphen shall only be liable for direct damages suffered by the Customer, such as, for example, any damage caused by the unavailability of assets/data on application integrations, and therefore expressly excluding indirect or consequential damages and damages of third-parties, such as, by way of example only, damages for loss of profit, business interruption, loss of business, of orders or customers, loss of goodwill, loss of data, non-pecuniary, image or commercial damages, consequential damages as a result of legal actions or claims brought against the Customer by third-parties. .
9.3 In any case, Hyphen' s liability shall in no event, exceed an amount equal to 50% of the fee paid by the Customer for each year of the duration of the Contract if the Solution or Service giving rise to the compensable damage involves an annual fee or, otherwise, 50% of the fee paid by the Customer for the Solution, the Service and/or the Product giving rise to the damage.
9.4 In no event shall Hyphen be liable for the misappropriation of documents/information/data of the Customer by unauthorised persons accessing the Solutions, Services or using the Products.

10. Unforeseeable circumstances and force majeure

In no event shall Hyphen be liable for malfunctions or interruptions of the provided Solutions and Services in the event of unforeseeable circumstances or force majeure, such as, but not limited to, fires, outbreaks, strikes, pandemic, earthquakes, floods, etc., and for any cause beyond its direct management and/or foreseeability.

11. Third-party products or services

11.1 If the Contract involves the supply of third-parties products (hardware or software) or Solutions and services (collectively third party Products), they shall be supplied to the Customer under the conditions and with the guarantees provided by the aforementioned third-parties, without prejudice to any additional warranties provided by Hyphen.
11.2 If the aforesaid Third-Parties should for any reason modify their Solutions and Services delivery and/or products transfer conditions/modes, Hyphen reserves the right to propose to the Customer the renegotiation of the already signed conditions, subject to agreement with the customer, limited to the concerned Solution, Service or Product. In the event that a good-faith agreement is not reached, both parties may agree on methods and timing of Contract termination.

11.3 In any event, subject to the mandatory provisions of law, Hyphen's provision of third-parties Solutions, Products or Services shall not subject Hyphen to any liability different from or greater than that which Hyphen may assert against the same third-party.

12. Delivery and Testing

12.1 Where applicable, the testing of the Services shall take place at the Customer's premises, in a cross-examination between the Parties.
12.2 The testing activities and their conclusion shall be documented in writing by an appropriate document signed by both Parties and/or their contact persons.
12.3 Where compatible with the nature and subject matter of the Contract, the testing will take place in a "test" environment.
12.4 Any disputes or observations of the Customer concerning the Services shall be recorded in the test reports, if any.
12.5 If the Contract involves the hardware supply, any complaints concerning the supplied products must be formulated by the Customer in writing, under penalty of forfeiture, within 7 days after the delivery of the products.

13. Fees

13.1 The Customer acknowledges and accepts that the fees relating to the specific Solutions/Add-ons requested by the Customer and available in the Hyphen catalog will be added to the fee due for the availability of Chalco Orchestra (Saas or Subscription)
13.2 All agreed fees for the Services are exclusive of VAT and shall be paid in the form and on the terms agreed between the Parties.
13.3 All payments shall be transferred by the Customer in the modes set forth in the specific offers and/or contract annexes. In the event of exceptions or disputes, the Customer shall not be entitled to suspend payments unless after discussion and after good-faith confrontation with Hyphen.
13.4 In the event of delay in the payments owed by the Customer, even by virtue of titles other than the Contract, or for some only of the Services, Solutions and Products covered by the Contract, Hyphen may suspend the supply of all Solutions and Services (including accessibility to the programs in use) and/or the Products delivery, without the Customer's right to raise any exception or claim any indemnity and/or compensation for any prejudice that said suspension may determine, even at the expense of third-parties, by giving written notice to the Customer, until the Customer has fully paid the amount due for principal, interest and expenses, including legal expenses. In this case, any delivery term provided for in the Contract will be extended for the term corresponding to the duration of the Customer's default and the Solutions, Services and the Products delivery will be reactivated only after the Customer has provided documentary proof of payment.
13.5 The Customer shall not be entitled to offset the amounts due to Hyphen against any claims against Hyphen without Hyphen's express permission.
13.6 If the Contract involves advance payments, the Customer acknowledges and accepts that Hyphen shall start the expected activities and/or the execution of the contract only upon payment thereof.

14. Duration of contract and execution terms

14.1 Where applicable, the Solutions, the Services and the Products delivery shall be performed in accordance with the work schedule agreed upon between the Parties, which shall in any case be deemed indicative, unless expressly provided otherwise, and conditional upon the Customer's compliance with the cooperation and information obligations.
14.2 In the event the Solutions and Services are rendered for a yearly duration, at the end of the first and of each contractual period, the contract shall be renewed from year to year, unless the Customer or Hyphen gives notice of termination 60 days prior to the expiry date, communicated by certified e-mail address or registered mail with return receipt, except as otherwise provided in the Annexes relating to the Solutions or Services or as agreed between the Parties.
14.3 In the case of Services for which a periodic fee is foreseen, this may be modified by Hyphen at the expiry of each initial term and at each subsequent annual term, upon prior written notice to the Customer at least 60 days before such terms. In the event of an increase of the fee, the Customer shall have the right to terminate the Contract, with reference to the concerned Service effective upon the expiration of the annual term - by means of registered mail with return receipt or by certified e-mail address, to be sent to Hyphen no later than 15 days after receipt of the above notice.
14.4 Unless otherwise provided in the Annexes or otherwise expressly agreed between the Parties, the Customer shall not be entitled to withdraw from the Contract.

15. Confidentiality – Ethics Clause

15.1 The Customer undertakes, without any limit of time, to keep strictly confidential all business information and technical information constituting Hyphen' s know-how, of which it shall become aware on the occasion of and/or for the execution of the Contract. This obligation of confidentiality shall also remain in the event the Customer is subject to extraordinary transactions (merger by incorporation, demerger, transfer of business branch, etc.), unless expressly authorised by Hyphen.
15.2 Throughout the duration of the Contract, and for one year after its termination or after the termination of the Solutions, Services and/or Products delivery, unless otherwise agreed upon by the Parties, the Customer undertakes not to hire or offer to hire Hyphen's employees or collaborators who have carried out activities for the performance of the Contract, even if the offer to hire comes from the employee.
15.3 Hyphen undertakes, on its own behalf of any employee, collaborator or other person used for the performance of the Services pursuant to Article 1381 of the Italian Civil Code, not to disclose to third parties and to keep strictly confidential the contents of this agreement and all data and information, belonging to the Customer or legitimately held by the Customer, of a technical, commercial, marketing, financial or any other nature, including written information provided by the Customer, which may have been acquired during the performance of the Contract.
The above does not include the information that:

I. are already in the public domain at the time they are provided to us or become public knowledge after having been disclosed to us for reasons that do not constitute a breach of the obligations under the Contract;

II. are already in Hyphen's lawful possession prior to their receipt and whose actual availability can be proved, or whose acquisition developed independently and without the aid of confidential information;

III. are disclosed to third-parties by virtue of mandatory provisions of law or regulation or by order of a judicial or administrative authority.

This confidentiality obligation shall remain effective and binding throughout the duration of the Contract as well as after its termination for any cause or reason whatsoever.

15.4 The documents prepared by Hyphen in the performance of the assignment shall be intended for strictly internal, confidential and reserved use and shall not be disclosed to third parties, nor made public or disseminated, without Hyphen's prior written permission, except for purposes directly related to the performance of the assignment. Therefore, no right or licence is granted to the Customer, either expressly or impliedly, to publish, produce, prepare derivative works from, distribute copies of, or make available to third parties the results of Solutions, Services and Products provided by Hyphen. Likewise, Hyphen shall be obliged to guarantee the confidentiality of the documents and information provided by the Customer in the performance of the assignment.

16. Privacy policy for data processing in application of the European Data Protection Regulation - Regulation 2016/679/ EU (GDPR)

16.1. Whereas: i) personal data means any information relating to an identified or identifiable natural person ("data subject"), including a sole proprietorship; ii) processing means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as, for example, collection, recording, structuring, storage, consultation, use, disclosure by transmission, dissemination or otherwise, etc.; iii) personal data relating to legal persons are therefore not included among the personal data subject to the GDPR; iv) article 130 of the Privacy Code, which was not repealed by the Legislative Decree no. 101/18, on Provisions for the adaptation of national legislation to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), regulates, inter alia, the sending of promotional communications by email, and continues to apply also to legal persons (see Provision of the Guarantor no.4 of 12.01.2017), that being said, the undersigned company intends to provide its customers with the following information regarding the processing of data that it will carry out in the execution if the contract and, with regard also to legal persons, for the sending of communications of commercial and promotional nature, relating to its products/services.

16.2. The data controller is the company Hyphen-Group srl, with registered office in Affi (VR), via Marconi no.14, contactable at any time by each customer, for any need or question related to data processing, by writing to the email address: Datamanager@Hyphen-Group.com.

16.3. Hyphen-Group srl will process the Customer's data for the execution of the contract and for the fulfilment of consequent legal and contractual obligations (legal basis for such processing is Art. 6 par. 1 lett. B and c of the GDPR), as well as for sending promotional communications, also in the form of newsletters, relating to its products and services, by email (the legal basis for such processing is Article 130 paragraph 4 of the Privacy Code as well as Article 6 paragraph 1 lett. F and recital 47 of the GDPR - so-called "soft spam", which does not require the customer's

consent). This is without prejudice to the customer's right to object to such processing, initially or subsequently, by simply notifying the Data Controller at the addresses indicated above.

16.4. The processing of customer data for the above-mentioned purposes is usually carried out by persons authorised to process the data who work internally within the company, without prejudice to the possibility that Hyphen-Group srl may make use of third parties who, if necessary, will be duly appointed as data processors, pursuant to and in accordance with Article 28 of the GDPR.
16.5. In accordance with the principles set out in the GDPR, the processing of customer data will be limited to the time necessary to pursue the purpose for which they are processed; for the purpose of sending promotional communications, including in the form of newsletters, they will be processed until the customer has expressed his or her objection to such processing.
16.6. We remind that every data subject has the right to request access to his or her personal data and to rectify or erase them or to restrict processing or object to processing, as well as the right to data portability; the right to withdraw consent to processing and the right to lodge a complaint with the supervisory authority (the Data Protection Authority).
16.7. The provision of the Customer's personal data is not obligatory but indispensable for concluding and executing the contract; with regard to the processing for marketing purposes carried out by Hyphen-Group srl in the forms described above, any opposition shall not preclude the Customer from continuing to benefit from the Solutions/Services/Products provided by the Company.
16.8. It is understood that this information refers to the processing, by Hyphen-Group srl, of the Customer's personal data. With regard to the processing of data of which the Customer is the owner, which the company performs in its capacity as data controller pursuant to Article 28 of the GDPR, please refer to the deed agreed between the parties, which governs this matter.

17. Contract transfer

17.1 Hyphen shall not assign this agreement to third parties, without the prior consent of the Customer, other than to other companies in which Hyphen has an interest or which are under the control, even operational, of Hyphen or its directors.
17.2 The Customer shall not assign the contract to third parties without Hyphen's express prior consent.

18. Express termination clause

18.1 Without prejudice to what may be provided for in the terms and conditions of the contract relating to each Solution, Service/Product, the Contract shall be terminated as of right in the event of breach by the Customer of its obligations under Articles 4, 6, 8, 13,15.
18.2 In such a case, termination shall occur as of right when Hyphen notifies the Customer that it intends to make use of this express termination clause.
18.3 If the Contract involves more than one Service/Solution/Product, a breach of obligation in respect of one of the services covered by the Contract shall entitle Hyphen to claim termination of the agreement in respect of all Services/Solutions/Services covered by it.

19. Applicable Law and Jurisdiction

19.1 The Contract shall be governed by Italian Law.
19.2 For any controversy that may arise from the execution or interpretation of this Contract, the Court of Verona will have exclusive jurisdiction.

20. Miscellaneous

20.1 The Customer expressly authorises Hyphen to include Hyphen' s identity and distinguishing marks of the Customer among its references in the presentations of its Solutions/Services and Products, with a description of the project and the implemented activities. The Customer also authorises the use of its logo on Hyphen's website.
20.2 If and to the extent that for the execution of the project Hyphen has to process personal data of which the Customer is the data controller, it shall be the Customer's responsibility and liability to ensure the appropriate designation of Hyphen as external data processor, within the limits of the activities actually carried out by Hyphen and the relevant fields of activity.
20.3 If any provision of this Contract becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions of the Contract. The invalid or unenforceable provision shall be replaced with a valid provision that better fulfils the economic intent of the invalid or unenforceable provision.