

## ITALIAN TEMPORARY SERVICES - TERMS AND CONDITIONS

### Art. 1- Scope

The present Terms and Conditions, the Order Form and the other annexes constitute the entire agreement which regulates the supply of the temporary voice and data service within the Italian territory ("Italian Temporary Services" or "Service") dedicated to international telecom operators ("Customer") to provide temporary communications to their customers ("End Users").

The scope of the Service is to satisfy the Telecommunication needs of the End Users which may occur on the occasion of exhibitions, congress, sport events or for special need of news agencies or any other need arising for public utility or general interest.

The Service shall make possible the activation of IDD, ISDN, ADSL e SHDSL circuits ("Service Elements"). The activation of the above Service could include, if accepted by TI Sparkle, the optional purchase of the relevant equipment (phone, router). In such case the Customer shall be deemed liable in case of any possible damage and/or theft occurred to the equipment. The Service is provided by TI Sparkle S.p.A. (hereinafter "Telecom Italia Sparkle" or "TI Sparkle" or "Provider")

### Art. 2 – Acceptance and duration

The Customer can ask for the activation of the Service by sending to Telecom Italia Sparkle a Service Order Form duly filled in and executed, as per attachment A. By sending the Service Order Form, the Customer shall automatically accept these Terms and Conditions.

Unless otherwise agreed, the Service Order Form (hereinafter also referred to as "Order Form" or "OF") shall be effective after the activation of the circuits requested by the Customer ("Ready For Service Date") for the duration provided in the relevant OF. The minimum OF term is the Service Term. The Order Form shall be sent to Telecom Italia Sparkle, at least 15 calendar days before the scheduled date of the activation (Standard Lead Time).

Telecom Italia Sparkle may accept an OF customized by the Customer (hereinafter "customized OF"), provided that all the relevant information and details set out in TIS OF as per Attachment A herein are mirrored in the customized OF that shall also be duly signed and dated by both the Customer and TI Sparkle.

The Service Elements will be confirmed during the provisioning phase. In particular for ADSL and SHDSL circuits, Telecom Italia Sparkle will confirm the service feasibility and effective speed during the implementation of such Services only.

Telecom Italia Sparkle reserves the rights to accept an Order Form within 15 calendar days after receipt of the Service Order Form duly filled in and executed by the Customer (Non Standard Lead Time).

Customer can choose a Service Term elapsing not earlier than one (1) day and not beyond six (6) months. The Service shall be activated within the date indicated in the Service Order Form in the proper section.

### Art. 3 – Termination for Convenience

Service shall be considered cancelled in case the Customer sends a Service Order Form with "Cancel" as an Order Type. "Cancellation Fee" means the early termination charges applied to the Customer for the early cancellation of the agreed Service. The Cancellation Fee is a lump sum. In the event of the OF cancellation by Customer occurring before the RFS Date, the Installation Charges and Call Allowance, if any, and all the costs sustained or to be sustained by TI Sparkle in relation to the Service shall be charged to Customer.

### Art. 4 – Activation of the Service

Service shall be effective from the date indicated in the Order Form (RFS – Ready For Service date) unless otherwise indicated by Telecom Italia Sparkle.

Telecom Italia Sparkle shall indicate at the request of activation, if technically feasible, the date for a technical site survey for the activation of the Service.

Telecom Italia Sparkle may not carry out the request of activation and, consequently, not accept the Order Form sent by the Customer, in case one of these events might occur:

- Customer was previously in default with Telecom Italia Sparkle;
- In case of technical or organizational or regulatory reasons which Telecom Italia Sparkle shall communicate in the written refusal;
- The Customer shall provide enough information about its identity, location, or legal authority.

#### **Art. 5 – New activations of the Service in case of previous default**

Telecom Italia Sparkle will have the possibility to accept new request of Service by a Customer in default only in case of payment of the outstanding amounts or fulfillment of unfulfilled obligations.

#### **Art. 6 – Technology modifications and price list adjournment**

- 6.1 Telecom Italia Sparkle can modify the network technology provided. If such changes cause a change in the Service modality provision, TI Sparkle shall notify such changes to the Customer by a written notice given thirty days in advance with respect to changes effectiveness.
- 6.2 TI Sparkle will also have the right to modify the Price List for the Service at any time in relation to the deregulated services provided. Any such modification of the Price List shall be communicated in writing by TI Sparkle to the Customer and the relevant notice shall specify the date of effectiveness of the modification; provided that such date shall be at least 30 (thirty) days after the date of dispatch by TI Sparkle of the aforesaid notice. In the event of a Price List increase by TI Sparkle pursuant to this Section 6.2, the Customer will have the right to terminate the Agreement by sending to TI Sparkle a written notice by registered mail, with return receipt, at least 15 (fifteen) days before the date of effectiveness of the Price List increase. In such a case, the effective date of termination shall be the date on which the Price List increase would have become effective, as specified in TI Sparkle's notice. The Customer who will have communicated his willingness to terminate the Agreement shall continue to pay for the Service the charges on the basis of the Price List applicable at the moment of the dispatch by TI Sparkle of the notice of increase, plus any accrued interest, if any, until the effective date of termination.

#### **Art. 7 - Activities related to Service provisioning**

The Customer shall ensure that each Site is ready on the Ready for Service Date for the activation of the Service, including circuit's delivery, and installation of any Equipment, in order to allow TI Sparkle or its affiliated companies to supply the Service, install the equipment and perform any work related to the Service. The Customer shall at any time provide access to TI Sparkle, its personnel and any third party appointed by TI SPARKLE as necessary to enable TI SPARKLE to provide the Service. In the case of failure by the Customer to timely provide access to its Site as provided herein, the Customer shall reimburse TI SPARKLE for all costs and damages that TI SPARKLE may incur as a result of such failure. The failure by the Customer to provide access shall constitute an Event of Default for the purpose of Section 15 hereinafter.

#### **Art. 8 - Homologation**

The equipment connected to the terminal point of the network must have the necessary homologation and authorization otherwise the Customer shall sustain any possible consequential costs or damages.

#### **Art. 9 – Use of the Service**

- 9.1 The Customer undertakes not to use the Service, nor to permit the Service to be used:
- i. by any third parties or for any purpose other than in the Customer's business;
  - ii. for the storage, publication, distribution or transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character or otherwise unlawful;
  - iii. in a manner which constitutes a violation or infringement of the rights of any third party (including, but not limited to, intellectual property rights or confidentiality rights);
  - iv. in a manner which constitutes a violation of any applicable laws or regulations;

- v. in a manner that does not comply with any and all specifications provided from time to time by TI Sparkle

In case of Customer damage to the Service(s) provided by TI Sparkle, if Customer does not follow TI Sparkle instructions, TI Sparkle shall be entitled to immediately suspend the Service and/or disconnect the equipment, in whole or in part, for the time that TI Sparkle shall deem appropriate, in order to avoid any further damage. In such a case, the Customer shall not be entitled to claim any compensation for damages, losses or other charges deriving from the suspension or disconnection.

The Customer shall indemnify and hold harmless TI SPARKLE against any loss, damage, cost, charge or expense which TI SPARKLE may incur as a result of any breach or alleged breach by the Customer of its obligations under this Section 9.

#### **Art. 10 – Charge and payment**

Installation Charges shall be invoiced upon the Ready For Service Date and are related to all the activities necessary for the project management and installation of the Service.

Call charges shall be invoiced to Customer on the first date of each Billing Period following the Acceptance Date.

Payment shall be made within thirty (30) days from the date the invoice is rendered (“Due Date”).

#### **Art. 11 – Terms and Conditions and price lists adjournment**

TI Sparkle shall update Price Lists and Terms and Conditions on its own web site. These changes shall automatically apply.

#### **Art. 12 - Invoices Compliance**

Notice of Complaints concerning amounts invoiced shall be sent by Customer in writing, within the Due Date. Such notice shall contain the following information: date and number of disputed invoice, amount in dispute, reasons for disputing and supporting documentation as appropriate. Presentation of the complaints shall not release Customer from payment within the Due Date of that part of the sum not subject to dispute. The result of the complaints shall be notified by TI Sparkle to Customer in writing within thirty (30) calendar days from the date such complaints are received. In the event that the complaint of the Customer is not solved in favour of Customer, Customer shall pay the disputed amount invoiced and still not paid together with the above relevant default interest charges calculated from the date such amount was due until the date such amount is fully paid. If the complaint is solved in favour of Customer, TI Sparkle shall refund any sum that may already have been paid by Customer, by offsetting against the next invoice or, in case of the final invoice, by bank transfer.

#### **Art. 13 - Default Interest Charges**

Any amounts which are not paid when due shall accrue default interest charges from the Due Date until the date on which they are actually paid and received by TI Sparkle. Default interest charges shall be determined on the basis of Euribor index one month, published on Reuters Terminal (fixing quotation) in the period of delay, plus a spread of five per cent (5%) per annum calculated from the day following the Due Date to the date of the payment. Default interest charges shall be debited by TI Sparkle in a subsequent invoice or, in case the last invoice is already issued, such charges shall be thereafter immediately invoiced to Customer. Such invoice shall be paid by the Customer within ten (10) days of the receipt thereof.

#### **Art. 14 - Suspension:**

In addition to the suspension provision set forth under Section 9 hereinabove “Use of the Service”, TI Sparkle may decide at its own discretion to immediately suspend the Service if for a period exceeding five (5) calendar days:

- (i) any invoice not disputed according to Section 12 “Invoice Complaints” above remains unpaid by Customer from the Due Date and/or the default interest charges due according to Section 13 “Default Interest Charges” above; or

(ii) Customer does not remit the Bank Guarantee/Deposit, according to Section “Cash Collaterals”. In the event of suspension, TI Sparkle will reactivate automatically the Service(s) only after payment by the Customer of all the above unpaid invoice(s). In such a case the Customer shall pay all the costs related to the period between the suspension and Service(s) re-activation. TI Sparkle shall immediately suspend the Service if Bank Guarantee/Deposit has not been delivered/paid within the above term.

#### **Art. 15 – Termination for cause**

- 15.1 In all cases of defective, late, partial or non performance of even one of the obligations under this Agreement or any OF by the Customer (an “Event of Default”), TI Sparkle (without prejudice to all its other rights and remedies available) shall have the right to terminate this Agreement, by giving Customer a written notice (the “Notice of Termination”), provided that the Notice of Termination may be only served by TI Sparkle if the Customer has been granted a thirty (30) days period from the occurrence of an Event of Default for curing such default.
- 15.2 Notwithstanding anything to the contrary expressed or implied elsewhere herein, each Party shall further be entitled to immediately terminate this Agreement, in relation to any OF involved in the default, upon written notice if the other Party:
- i) fails to comply with any applicable law, regulation, court order or other governmental request; or
  - ii) becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or to any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary.
- 15.3 Notwithstanding anything to the contrary expressed or implied elsewhere herein, TI Sparkle shall be entitled to terminate immediately this Agreement, in relation to any OF involved in the default, upon written notice if Customer:
- (i) or any of its third parties illegally use any of the Services. In such a case Customer shall pay all the costs and expenses incurred by TI Sparkle for dismissing such Service(s) or
  - (ii) if seven (7) calendar days following the suspension under Sections 9 or 14 hereinabove due to Customer default, if such a default has not been remedied together with the payments of Service suspension costs.
- 15.4 The termination or expiration of this Agreement whether under this Section or otherwise shall not relieve the Parties from any liabilities arising prior to such termination or expiration except as otherwise provided herein.
- In the event TI Sparkle terminates for default this Agreement, in addition to this Section 15 and to any other remedy available to TI Sparkle, Customer shall pay TI Sparkle the same Cancellation Fee as if the Customer had requested a Termination for Convenience, as provided in the Section 3 “Termination for Convenience”.

#### **Art. 16 – Liabilities**

In case of delay in the delivery of the Service TI Sparkle shall be liable only up to any possible parameter if recognized by its parent company Telecom Italia S.p.A..

The Customer acknowledges that TI Sparkle is not liable if the delay is attributable to the Customer or third parties or to causes beyond the control of TI Sparkle.

#### **Art. 17 - Personal Data**

17.1 Provider is the owner in handling Customer’s personal data and shall comply with the Regulation (EU) 2016/679, Privacy Code when is applicable and any applicable data protection laws governing the provision of the Services.

17.2 Customer authorizes Provider: (i) to handle its personal data directly or through third parties to carry out all the activities joined with the Services, however in compliance with the applicable data protection laws; and (ii) to make use of its name, trademarks or any other symbol or logo used by or belonging it in the

presentation of Provider's customer portfolio, in the following circumstances: tenders for international telecommunications services; international meetings; scouting of new potential customers; and other promotional activities.

11.3 Provider shall inform and keep Customer updated about the aims and the formalities of its personal data treatment, as set forth in Annex A2.

#### **Art. 18 - Governing Law**

The agreement is governed by the laws of Italy without regard to their conflicts of law principles.

#### **Art. 19 - Dispute Resolution:**

Any dispute, claim or controversy arising from, relating to, or in connection with this OF which cannot be settled by mutual agreement within sixty (60) calendar days after a first written notification shall be resolved by the Court of appropriate jurisdiction located in Rome (Italy).