

## SOUND SAFARI PLATFORM TERMS & CONDITIONS

**WHEREAS**, Onda is a company specialised in the business of multimedia art projects, and has developed a digital platform named “Sound Safari” aimed at listening audio contents made available through a geo-localised map, which platform is subject to customisation by Onda’s various customers (the “Platform”);

**WHEREAS**, the Customer is interested in having access to the Platform in order to build and manage its customised map through a dashboard to be made available by Onda (the “Dashboard”) and to contribute certain audio contents;

**WHEREAS**, the Customer intends to grant access to its personalised Platform, via web browser, to third parties and to make available to such third parties certain contents; third parties will have access to an interactive map which, through the geo-localisation function of the smartphone, will make available the audio contents relating to a certain geographical area (the “Services”);

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, Onda and the Customer (each individually a “Party” and jointly the “Parties”) agree as follows:

### 1. SUBJECT MATTER

Subject to the terms and conditions set forth herein, Onda hereby grants to the Customer the non-exclusive, non-transferable rights and license to use the Platform, according to Exhibit A attached hereto, for the sole purpose to provide the Services and make available the Customer Contents. For the purpose herein, “Customer Contents” means all text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials that may be viewed on, accessed through, or contributed to the Platform by the Customer.

### 2. USE OF THE PLATFORM

- 2.1. Unless otherwise provided herein, the Customer shall not be entitled to: (i) claim or register ownership of the Platform or of any Intellectual Property Rights related thereto; (ii) sublicense any rights in the Platform or the Intellectual Property Rights; (iii) use the Platform in a manner that violates these Terms & Conditions or any applicable laws; or (iv) attempt to do any of the foregoing. For the purpose of these Terms & Conditions, “Intellectual Property Rights” shall mean all intellectual property and proprietary rights throughout the world, including all right, title and interest, including the right to sue for past acts related to such rights, in and to (i) inventions, discoveries, improvements, patents, patent disclosures, (ii) copyrights, registrations, works of authorship, (iii) trademarks, trade names and logos, (iv) know-how, developments, research, data, designs, technology, trade secrets, test procedures, processes and other proprietary information (collectively, "Know-How"), including any deposits or files documenting such Know-How, (v) software (including source code and object code), data and databases, and (vi) any other intellectual and similar intangible property rights, whether or not registered or registrable, any and all applications for, and extensions, improvements, modifications, divisions and re-issuances of, any of the foregoing.
- 2.2. Except as expressly permitted herein, the Customer agrees that it will not, nor allow any third-party on its behalf, to use or otherwise interact with the Platform in a manner that:
- a) infringes or violates the Intellectual Property Rights or any other rights of any other person or entity (including Onda);
  - b) violates any law, rule or regulation;
  - c) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, pornographic, contains or depicts nudity, or otherwise objectionable, as determined by Onda in its sole discretion;
  - d) attempts, in any manner, to obtain the password, account, or other security information from any other user;
  - e) violates the security of any computer network, or cracks any passwords or security encryption codes;
  - f) use any of Onda’s Confidential Information (as defined below) to create any software, documentation or service that is similar to the Platform and the Services;
  - g) modify, translate, or otherwise create derivative works of any part of the Platform or the relevant Intellectual Property Rights.
- 2.4. The Customer acknowledges and agrees that the use of the Platform pursuant to these Terms & Conditions shall be limited exclusively to one, unless otherwise stated in the commercial offer, of the Customer web domains, as indicated in the “Embed URLs” included in the Dashboard.

### 3. CONSIDERATION

As consideration for the use of the Services, Onda shall be entitled to a payment in the amount and form stipulated in the commercial offer. The invoices for the Services will be issued in Euros.

#### 4. RELATIONSHIP OF THE PARTIES

Nothing contained in these Terms & Conditions creates a contract or business relationship between Onda and the Customer's customers or any third party to whom the Customer grants access to the Service. Onda will have no liability to such third parties and the Customer shall indemnify and hold harmless Onda from any cost, damage and claim requested by and brought by such third parties directly to Onda. The Customer will be responsible for any liability that may arise in connection with the Services.

#### 5. INTELLECTUAL PROPERTY

- 5.1. The Customer acknowledges and agrees that Onda owns all right, title and interest in and to the Platform and to the Intellectual Property Rights associated therewith, and all modifications, enhancements and updates thereof (including all intellectual property and proprietary rights embodied therein). The Customer shall not take any action inconsistent with such rights. The Customer shall not alter, obscure or remove any trademark, patent legend or other proprietary or legal notice. Except for the limited rights expressly granted herein, these Terms & Conditions confer no license and no title of ownership in the Platform or the underlying Intellectual Property Rights.
- 5.2. The Customer owns and retains all right, title and interest in and to the Customer Contents. Customer is responsible for all Customer Contents, including without limitation for any damages that may result from errors or omissions, false or defamatory material and/or material that is offensive, indecent, objectionable, infringing and/or illegal. The Customer represents and warrants it has all rights necessary to grant the rights in the Customer Contents set forth in these Terms & Conditions. The Customer shall indemnify and hold Onda harmless from any damage arising out of or in connection with the breach by the Customer Contents of any third parties Intellectual Property Rights.
- 5.3. The Customer shall not use Onda's name, trade name, trademarks, icons, and logos ("Onda's Brands") to refer publicly to the other, orally and in writing, as its vendor. Any use of Onda's Brands requires Onda's prior written consent.

#### 6. DURATION AND TERMINATION

- 6.1. Terms & Conditions will become effective on the date of the acceptance of the commercial offer by the Customer, and shall be automatically renovated as for the commercial offer, provided that the Customer shall be entitled to terminate the service upon two (2) weeks prior the expiration date, with written notice.
- 6.2. Either Party may terminate the service if the other Party breaches any term of these Terms & Conditions and fails to cure such breach within the thirty (30) days following written notice of such breach.
- 6.3. Upon any expiration or termination of the service, the Customer shall return all property provided by Onda in connection with the performance of the service and shall non longer be entitled to any of the rights to use the Platform and any other right granted pursuant to these Terms & Conditions; in addition, Onda shall be entitled to immediately suspend or terminate access to the Platform, with no liability towards the Customer; the Customer shall indemnify and hold harmless Onda from any cost, damage and claim requested by and brought by any third party directly to Onda as a consequence thereof.
- 6.4. Upon any expiration or termination of the service, all rights, obligations and licenses of the Parties shall cease, except that: (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and remedies for breach of these Terms & Conditions shall survive, and (b) the provisions of Sections 8, 9 and 11 shall survive.

#### 7. LIMITED WARRANTIES; LIMITATION OF LIABILITY

- 7.1. Except as specifically provided herein, the access to the Platform is provided "as is" without warranty of any kind. Onda does not warrant that the Platform and then the Services will meet the Customer expectations or that their operation will be uninterrupted or error-free. To the fullest extent permitted by law, Onda hereby disclaims (for itself and its suppliers) all other warranties, whether express or implied, oral or written, with respect to the Platform, including, without limitation, all implied warranties of non-infringement, quiet enjoyment and fitness for any particular purpose.
- 7.2. Except to the extent that any exclusion or limitation of its liability is void, prohibited or unenforceable by applicable law, in no event shall Onda be liable concerning the subject matter of these Terms & Conditions, regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise), for any (a) matter beyond its reasonable control (including any error or damage attributable to any network or system), (b) loss or inaccuracy of data, loss or interruption of use, or cost of procuring substitute technology, goods or services, (c) indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill, or (d) direct damages in excess of the total fees paid by the Customer to Onda during the last six (6) months prior to the date the cause of action arose. These limitations are independent from all other provisions of these Terms & Conditions and shall apply notwithstanding the failure of any remedy provided herein.

- 7.3. Under no circumstance Onda will not be responsible or liable for any failure in the Services resulting from or attributable to: (a) the Customer's systems, data or the Customer Contents, (b) network, telecommunications or other service or equipment failures, (c) Customer's or third party's products, services, negligence, acts or omissions, (d) any force majeure or cause beyond Onda's reasonable control, (e) scheduled maintenance or (f) unauthorised access, breach of firewalls or other hacking by third parties
- 7.4. The Customer agrees to defend, indemnify and hold harmless Onda and its shareholders, employees, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (a) the Customer's use of the Platform, (b) the violation of these Terms & Conditions, (c) the use of the Customer Contents, or (d) Customer's violation of any applicable law, rule or regulation.

## 8. CONFIDENTIALITY

- 8.1. For the purpose of these Terms & Conditions "Confidential Information" means all trade secrets, know-how, inventions, developments, software and other non-public or proprietary financial, business or technical information disclosed by or for a Party in relation to the service, but not including any information the receiving party can demonstrate is: (a) already rightfully known by it without restriction, (b) rightfully furnished to it by a third party without restriction and without breach of any obligation to the disclosing party, (c) generally available to the public without breach of these Terms & Conditions or (d) independently developed by it without reliance on the Confidential Information of the disclosing party.
- 8.2. The Parties acknowledge that they may each obtain Confidential Information in connection with their relationship. The receiving party shall at all times keep confidential all such Confidential Information and may use such Confidential Information solely for the purpose of furtherance of the business relationship between the Parties as provided in these Terms. Upon termination or expiration of these Terms & Conditions (for any reason and at any time), the receiving party shall, if so requested, immediately cease use of and return to the disclosing party or destroy all Confidential Information (including all copies thereof) in the receiving party's possession, custody, or control, provided that the receiving party may keep archival copies for regulatory purposes and to enforce its rights and subject to the obligations of confidentiality herein. The receiving party will be authorised to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority, provided that the receiving party provides: (i) prior written notice to the disclosing party of such obligation; and (ii) the opportunity to oppose such disclosure.
- 8.3. The Parties agree to perform these Terms & Conditions in compliance with EU General Data Protection Regulation (679/2016) and any other applicable law, data protection rules and regulations and regulation.

## 9. MISCELLANEA

- 9.1. Governing Law. These Terms shall be governed by the laws of the Republic of Italy, without regard to its conflicts of law provisions. Any dispute arising out of, or in connection with, these terms and the Services shall be subject to the exclusive jurisdiction of the court of Milan.
- 9.2. Assignment. The service and the rights and obligations indicated in these Terms & Conditions may not be assigned, in whole or in part, without the prior written consent of the other Party. Onda shall be entitled to assign its rights and obligations hereunder to any of its affiliates.
- 9.3. Entire Agreement. These Terms & Conditions, including any exhibits, and the signed commercial offer constitute the entire agreement among the Parties with respect to the subject matter hereof and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, covenants or otherwise, except as specifically set forth in these Terms & Conditions, including any exhibits, and the Operative Documents. The signing and acceptance of the commercial offer by the Customer implies the complete and automatic acceptance of these Terms & Conditions.
- 9.4. Severability. if any provision of these Terms & Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not effect the other provisions of these Terms & Conditions, and all provisions not effected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to negotiate in good faith in order to substitute any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the commercial objectives of the invalid or unenforceable provision.
- 9.5. No Waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the details included in these Terms & Conditions shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

**Exhibit A - Platform**

Onda provides the Customer with private credentials to access his Sound Safari dashboard where the Customer will be able to manage and customise his personal map in total autonomy.

Onda provides the Customer with a web-code to integrate exclusively in one, unless otherwise stated in the commercial offer, of the Customer web domains of choice, which creates the widget button that allows the public to access the map.

In the interest of the collaboration, Onda supports the Customer in understanding the functioning of the Platform and the Dashboard, providing all the information needed for the Client to proceed in the customisation and availability to the public.

**SOUND SAFARI BASIC SERVICE INCLUDED FEATURES**

1 MAP
1 embed URL domain
2 Languages
200 MB Multimedia Disk Space
50 Interactive Map Elements
20.000 Monthly Map Visitors
25.000 Text-to-Speech characters (approx. 56 min. of audio recording)
unlimited Area Groups
unlimited Audio Sync Service
1 hour remote one-to-one training starting session
unlimited e-mail technical support

**SOUND SAFARI ADDITIONAL AVAILABLE FEATURES & SERVICE**

MAP
embed URL domain
Language pack (includes 200MB Multimedia Disk Space)
200 MB Multimedia Disk Space Pack
50 Interactive Map Elements Pack
20.000 Monthly Map Visitors Pack
25.000 Text-to-Speech characters Pack (approx. 56 min. of audio recording)
Video Sync Service Pack