

GENERAL CONDITIONS OF PLATFORM USE

Vendor Management Platform of Wittur

1. RECITALS AND GENERAL PRINCIPLES

- 1.1. Wittur Group (hereinafter referred to as "Wittur") uses an area for the carrying out of communication, classification and documentation repository (hereinafter referred to as the "Wittur Vendor Management") on a technological platform consisting of both hardware and software components (hereinafter the "Platform") owned and made available by the JAGGAER Group (hereinafter referred to as "Jaggaer"), a term that applies equally to JAGGAER S.p.A. and/or the companies within its Group, in the event that such companies in the JAGGAER Group provide services to the client WITTUR. The Platform is owned by JAGGAER and is licensed to Wittur in SaaS. The platform Wittur Vendor Management can be accessed via the following website <https://vendormanagement.wittur.com>
- 1.2. The purpose of this document is to set out the terms and conditions according to which certain parties, in their business, institutional or professional capabilities (hereinafter the Participant or Participants), can participate to the Platform and provide information and documentation to Wittur, as well answer questionnaires and receive official communication from Wittur.

2. SUPPLIERS REGISTRATION

- 2.1. A necessary condition for the participation to the Platform is the registration on the Wittur Vendor Management website. To this end, the Participant shall communicate its accurate and correct details and all information deemed necessary or useful to Wittur for identification purposes (Registration Data and General Information Data). In case of error and/or amendment and/or update of Registration Data or General Information Data, the Participant shall contact Wittur.
- 2.2. Should the Participant have provided inaccurate and/or incomplete information, Wittur reserves the right not to accept/revoke its registration and as a consequence the Platform use authorization.
- 2.3. User ID(s) and Password(s) issued for the use of the Platform are strictly personal and non-transferable. The Participant undertakes not to disclose these to third parties and to guard them and protect them with the maximum degree of diligence.
- 2.4. The Participant will be held solely responsible for the use by third parties of their User ID(s) or Password(s). The Participant undertakes in any case to immediately notify Wittur of the theft, misplacement, or loss of either their User IDs or Passwords, and to arrange for the password to be recovered or changed.
- 2.5. The Participant can use the Platform from standard PCs, equipped with a common browser, connected to the internet. The purchase, installation and configuration of the hardware and software is the exclusive responsibility of the Participant.
- 2.6. Once Participant account is active on Platform, Wittur may request the Participant to fill in and/or update Company's Data or additional Information related to goods and services provided or to be provided to Wittur.

3. PARTICIPANTS' OBLIGATIONS

- 3.1. The Participants are obliged to take all precautions and technical measures to protect the security of the data and information exchanged with Wittur and to prevent access to such data to unauthorized third parties.

Bankverbindung:
 Deutsche Bank AG, BILZ 700 700 10,
 Kto-Nr. 2507 040 000,
 IBAN: DE58 2507 040 000 000 000 000
 BIC: DEUTDE33XXX

Amtsgericht München, HRB 215478
 Nr. DE 239703110
 Geschäftsführer
 Dr. Tom Stephenson (CEO)
 Dr. Max Paulberg (CFO)

Head Office
 Ronibachstraße 26-30
 82259 Starnberg, Bayern
 Telefon +49 (0) 89 34 18 108
 Fax +49 (0) 89 34 18 108
 info@wittur.com
www.wittur.com

- 3.2. Participants acknowledge that JAGGAER autonomously, independently, and exclusively provides a support and user licensing service for the Platform but does not participate or intervene in negotiations or suppliers selection as well as its agreements and execution, occurs exclusively between the Participants and Wittur, and JAGGAER is in no way involved in this negotiation and agreement or failure to agree, and execution.
- 3.3. Participants undertake to hold JAGGAER, Wittur, their directors, employees and/or clerks harmless against any demands, claims or legal actions of any kind for damages incurred because of their behavior in using the Platform and/or in holding the Events.
- 3.4. Participants undertake to provide a precise, faithful, accurate, correct and not misleading information through the Platform.

4. LIMITATION OF LIABILITY

- 4.1. JAGGAER and Wittur are in no way liable for any damage and/or harm, not caused by their willful misconduct or gross negligence, suffered by the Participant because of using the Platform, or for any indirect damage or harm, including loss of business opportunities, lost profits, loss of information, damage to image, requests for compensation, third party actions and/or demands.
- 4.2. JAGGAER and Wittur will not be held in any way liable for loss of data, delays, malfunctions, suspension and/or interruption of Platform caused by:
 - a) "Force Majeure" events, which should be understood to refer to events outside of the control of JAGGAER and/or Wittur (by way of mere example, interruption to power supply or telephone lines or internet connection due to third party events, strikes, industrial disputes, wars, state or civil or military authority issues, embargoes, acts of vandalism or terror, epidemics, floods, earthquakes, fires, and other natural disasters).
 - b) incorrect use of Platform by the Participant.
 - c) operating faults in the connection equipment used by the Participant.
 - d) faults in relation to the IT systems, telecommunications equipment and/or JAGGAER's technological systems the cause of which is attributable to events or systems outside of JAGGAER's control, if it can be demonstrated that JAGGAER took the best possible measures to mitigate damages and/or loss of service.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Platform software used is the exclusive property of JAGGAER and licensed to Wittur and protected by copyright or other intellectual property rights (including rights in relation to databases). The content and information offered to the Participant via the Platform is the exclusive property of Wittur and also protected by copyright or other intellectual property rights.
- 5.2. The Participant undertakes not to download, reproduce, send, sell or distribute, wholly or partially, the content and information available or received via the Platform for any reason, without express written authorization from JAGGAER and for reasons other than those of granting access to the site and use of the Platform.
- 5.3. The Participant undertakes to use the Platform and the Services in a way that does not lead to the dissemination of false and/or misleading information, messages and/or material of a pornographic, racist, obscene, blasphemous, defamatory, or otherwise offensive nature.
- 5.4. The Participant declares and guarantees:
 - that they have the full and exclusive ownership of the used trademarks and that their use in accordance with this document does not violate any third-party rights or applicable laws and/or regulations.

- that they have full ownership and access to any information and contents provided to Wittur and that the use of such does not violate any third-party rights or applicable laws and/or regulations.

6. DATA PROTECTION

- 6.1. The use of the Platform by the Participant involves the processing of the Participant's personal data. In compliance with the provisions of current legislation on the matter, the Participant declares, by signing these General Conditions, that he has read the Information on the processing of personal data made pursuant to articles 13 and 14 of Regulation (EU) 2016/679 and authorizes Wittur, as Data Controller, to process his personal data for the purposes and with the methods described therein.
- 6.2. Wittur undertakes to act in accordance with the principles and obligations provided for by current legislation on the protection of personal data and, in particular, with Regulation (EU) 2016/679 and with D.Lgs 196/2003 and subsequent amendments, in compliance with the general and special provisions adopted by the Guarantor for the protection of personal data.

7. COMMUNICATIONS

- 7.1. Any communications for the purposes of this document must be sent in writing (i.e. either by e-mail or fax or by registered post with acknowledgement of receipt) to the address provided by the Participant, if they are the recipient, or to the address specified in the information section of the Platform, if Wittur is the recipient.

8. CONFIDENTIALITY OF COMMERCIAL INFORMATION – IT SECURITY

- 8.1. The data and all the information exchanged with the Platform is handled by JAGGAER and the Participants as strictly confidential and private.
- 8.2. JAGGAER and the Participants take all necessary technical and procedural measures to ensure the security of information exchanges using the Platform.

Bankverbindung:
Deutsche Bank AG, BIC: 250700, BLZ: 700 700 10,
Kontonummer: 25070070042000
IBAN: DE58 2507 0010 0208 7042 00,
BIC: DEUTDE33XXX

Amtsgericht München, HRB 215478
GmbH, Nr. DE 299703110
Geschäftsführer:
Tom Stephenson (CEO)
Dr. Max Paulberg (CFO)

Head Office
Röndelachstraße 26-30
69259 Sulzmoser/Neuenhaus
Kontaktnummer:
Fax +49 (0) 6134 18 108
info@wittur.com
www.wittur.com