

## MASTER SOFTWARE AGREEMENT

This Master Software Agreement (“**Agreement**”) is made as of last date of signature (“**Effective Date**”) and is entered into between **Brembo N.V.**, whose registered office is located at Amsterdam, the Netherlands, and its business and corporate address at Via Stezzano 87, 24126 Bergamo (BG), Italy, tax identification and VAT number 00222620163 (“**Brembo**”), and [insert full name of Customer company], whose registered office is located at [insert address], tax identification and VAT number [●] (“**Customer**”).

### 1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 Order of Precedence. In the event of a conflict between this Agreement and an Order Form, the Order Form prevails.

1.2 Definitions. The following terms shall be defined as set out below:

“ <b>Affiliate</b> ”	means any legal entity specified in the relevant Order Form in which Brembo or the Customer, directly or indirectly, holds more than 50% of the entity’s share or voting rights. Any legal entity will be considered an Affiliate for only such time as that interest is maintained;
“ <b>Authorized User</b> ”	means a person or entity that accesses a Product under this Agreement, whether such access is given by Customer, by Brembo at Customer’s request, or by a third party authorized by Customer;
“ <b>Cloud Services</b> ”	means any distinct, hosted, supported and operated on-demand solution provided by Brembo under an Order Form;
“ <b>Confidential Information</b> ”	<p>means information relating to one Party or its Affiliates, including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not and/or the products, plans and/or business carried on or proposed or intended to be carried on by the Disclosing Party of its Affiliates and which is made available in connection with this Agreement to the other Party by the Disclosing Party or which is recorded in agreed minutes following oral disclosure to the Receiving Party and any other information which is otherwise made available by the Disclosing Party to the Receiving Party, whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:</p> <p>(i) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement); or</p> <p>(ii) was lawfully in the possession of the Receiving Party (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or</p> <p>(iii) following such disclosure, becomes available to the Receiving Party (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information.</p>
“ <b>Content</b> ”	means data, text, audio, video, images, models, or software;
“ <b>Customer Content</b> ”	means Content entered by Customer or any Authorized User into Cloud Services and any output generated by Customer or any Authorized User through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by Brembo or its Affiliates or their respective licensors and made available by Brembo or its Affiliates through or within Cloud Services. Customer Content and its derivatives will not include Brembo’s Confidential Information;
“ <b>Documentation</b> ”	means the Product’s technical description supplied to or made available to the Customer by Brembo for aiding the use and receipt of the Product, as set out in the Order Form or any other relevant document, which may be updated by Brembo from time to time;

<b>“Force Majeure Event”</b>	means circumstances beyond a Party’s reasonable control, including but not limited to acts of God, fire, labor difficulties, terrorism, failure of third party networks or the public internet, power outages, or governmental demands or restrictions;
<b>“Hardware”</b>	means hardware equipment, devices, accessories, the related firmware incorporated therein, and parts delivered by Brembo under this Agreement or a third party;
<b>“Intellectual Property Rights”</b>	means (i) copyright, patents, rights in semi-conductor chip topographics, Internet domain names and website addresses and other similar rights or obligations, database rights and rights in trademarks, industrial property rights, know-how and confidential information and corporate secrets (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property and industrial property rights pursuant to Legislative Decree 10 February 2005 no. 30, D.P.R. 22 April 1941 no. 633 of the Berna convention pursuant to law 20 June 1978 no. 399, and any amendments, and equivalent or similar forms of protection existing elsewhere in the world;
<b>“Order Form”</b>	means the ordering document for the Product(s) that (i) incorporates the terms of this Agreement, (ii) has been agreed by the Customer by manual or electronic signatures or through an electronic system specified by Brembo, and (iii) is accepted by Brembo;
<b>“Party”</b>	means any one of the Parties to this Agreement. The term “Parties” shall have a corresponding meaning;
<b>“Product”</b>	means a product, made available by Brembo and identified in an Order Form, which may consist of Cloud Services, Software on Premise or Hardware, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation;
<b>“Software on Premise”</b>	means software licensed by Brembo under this Agreement and made available for download or otherwise delivered to Customer for installation;
<b>“Subscription Term”</b>	means the time period specified in the Order Form for which a term based Product is made available to Customer;
<b>“Taxes”</b>	means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, corporate income tax, property tax, excise tax, service tax or similar taxes;
<b>“Third Party Content”</b>	means Content owned or controlled by a third party and made available to Customer by such third party in connection with Cloud Services.

## **2. USE OF THE PRODUCTS**

### **2.1 Right of use.**

2.1.1 Cloud Services. Brembo grants Customer a non-exclusive, non-transferable, limited right to access and use such Cloud Services and Documentation for Customer’s internal business purposes during the applicable Subscription Term, solely in accordance with this Agreement and the limits set forth in the Order Form.

2.1.2 Software on Premise. Brembo grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software on Premise and Documentation and install and use Software on Premise for Customer’s internal business purposes during the applicable Subscription Term, solely in accordance with this Agreement and the limits set forth in the Order Form.

2.2 Authorized Users. The number and categories of Authorized Users of a Product are defined in the Order Form. Customer will ensure that all Authorized Users comply with Customer’s obligations under this Agreement. Should the Customer become aware of any violation of its obligations under this Agreement by an Authorized User or any unauthorized access of the account of an Authorized User, Customer will immediately notify Brembo and terminate the relevant person’s access to Products. Customer is responsible for any act or failure to act by any Authorized User or any person using or accessing the account of an Authorized User in connection with this Agreement.

2.3 General Use Restrictions. Unless otherwise authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Product, or use any Product for the benefit of any third party without the prior written consent of Brembo, (ii) modify, alter, repair, or create derivative works of any Product, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any

Product, (iv) use any Product for the purpose of developing product that may be considered as competitive with such Product, or (v) remove any proprietary notices contained in or affixed to any Product.

- 2.4 Intellectual Property Rights Ownership. Except for the rights granted to the Customer under this Agreement, Brembo and its Affiliates or its licensors own all Intellectual Property Rights in the Products and Documentation.
- 2.5 Security of Customer Systems. Customer is responsible for the security of Customer systems, including Software on Premise on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, and trojans from Customer's systems.
- 2.6 Free Products. Any (i) Products provided at no charge to Customer ("**Free Products**"), and (ii) features or services offered as part of Cloud Services prior to their general release that are labelled or otherwise communicated to Customer as "preview", are provided "AS IS" without warranty, liability, indemnity, support, or other commitments. Brembo may change, limit, suspend, or terminate any previews at any time. Customer acknowledges that previews are not ready for production usage, and that Customer's use of any previews is at its sole risk and discretion. Customer will only use Free Products identified on an Order Form as being "test" or "evaluation", or similar for internal test and evaluation purposes, and not for production or other commercial purposes.

### 3. TERMS APPLICABLE FOR CLOUD SERVICES

- 3.1 Service Level Agreement. During the Subscription Term, Brembo will comply with the service levels for Cloud Services as set forth in the [Service Level Agreement](#).
- 3.2 Modifications to Cloud Services. Cloud Services may be updated, modified or discontinued by Brembo during a Subscription Term. During a Subscription Term, Brembo will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, unless as necessary to address (i) new legal requirements, (ii) changes imposed by Brembo's vendors or subcontractors (e.g., the termination of Brembo's relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Brembo will notify Customer of any such material degradation or discontinuation of Cloud Services within a reasonable period of time, and Customer may terminate the Order Form for the applicable Product upon written notice to Brembo, which termination right must be exercised within 30 days after receipt by Customer of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Brembo will refund any prepaid fees for the applicable Product on a pro-rata basis for the remainder of the Subscription Term for that Product.
- 3.3 Acceptable Use Policy; Indemnity. Customer will not and will not permit any person or entity to: (i) copy, translate, disassemble, decompile, make derivative works, or reverse engineer the Product (or attempt any of the foregoing); (ii) resell, transfer, sublicense, publish, loan, or lease any Product, or use any Product for the benefit of any third party without the prior written consent of Brembo, or (iii) remove any proprietary notices or legends contained in or affixed to any Product. The foregoing provisions are hereinafter collectively referred as the Acceptable Use Policy ("**AUP**"). Customer will indemnify Brembo, its Affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating to any violation of the AUP by Customer or any Authorized User.
- 3.4 Customer Content Protection. Customer remains responsible regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies.
- 3.5 Use of Customer Content. Brembo will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Brembo and its subcontractors will use Customer Content only for the purpose of providing the Products, or as otherwise permitted by this Agreement, or agreed by the Parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content.
- 3.6 Third Party Content. Any contractual relationship regarding Third Party Content is between Customer and the relevant third party vendor and may be governed by separate terms made available by Brembo or the relevant third party vendor. Brembo will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services do not provide (i) access to the internet or any other network, (ii) connectivity services for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Brembo to provide Cloud Services.

### 4. TERMS APPLICABLE FOR SOFTWARE ON PREMISE

- 4.1 Maintenance Services. Brembo may provide certain maintenance services as described in the Maintenance Services Terms.
- 4.2 Provision. Software on Premise is provided in object code form. Should any Software on Premise be provided by Brembo in source code form, Customer may only use that Software on Premise to modify or enhance the applicable Product that such Software on Premise is a part of, and, as between the Parties, all such modifications or enhancements will be owned by Brembo and subject to the license set forth in Section 2.1.2. Customer hereby consents to the installation of Software on Premise on systems used by Customer.
- 4.3 Customer Content Protection. Customer remains responsible regarding protection, deletion, and retrieval of Customer

Content, including by maintaining backup copies.

- 4.4 Use of Customer Content. Brembo will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Brembo and its subcontractors will use Customer Content only for the purpose of providing the Products, or as otherwise permitted by this Agreement, or agreed by the Parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content.

- 4.5 Third-Party Technology. Software on Premise may contain third-party software, technology, and other materials, including open source software, licensed by third parties (“**Third-Party Technology**”) under separate terms (“**Third-Party Terms**”). Third-Party Terms are specified in the Order Form or Documentation. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require Brembo to furnish Third-Party Technology in source code form, Brembo will provide it upon written request and payment of any shipping charges.

## 5. **ORDERS AND DELIVERY**

- 5.1 Orders. Parties may enter into one or more Order Form under this Agreement. Each Order Form is binding between the Parties and is governed by the terms of this Agreement and any applicable.
- 5.2 Delivery. Unless otherwise set forth in the Order Form (i) delivery of Cloud Services occurs when Brembo makes Cloud Services available to Customer for access and use, (ii) delivery of Software on Premise occurs when Brembo makes Software on Premise available to Customer via electronic download from a website specified by Brembo or ships the tangible media containing the Software on Premise.

## 6. **FEES, INVOICING AND PAYMENT**

- 6.1 Fees and Payment. Unless otherwise agreed, (i) Customer shall pay Brembo the fees set forth in the Order Form within thirty (30) days after the invoice; (ii) all payment obligations are non-cancellable, and all fees are non-refundable.
- 6.2 Suspension of the Products. Should the Customer not pay the fees (and Taxes), in addition to any other available remedies, Brembo may suspend the provision of any Product until payment is made. Before suspending the provision of the Products, Brembo shall provide the Customer with prior written notice.
- 6.3 Interests. Any fees (and Taxes) not paid when due shall accrue interests at the maximum legal rate.
- 6.4 Taxes. All amounts to be paid to Brembo are exclusive of any Taxes and any other charges. Customer agrees to pay or reimburse Brembo for the payment of any applicable Taxes or duties including, but not limited to, sales taxes, value added taxes, goods and services taxes, consumption taxes, or any other charge that is imposed by any government authority on Customer’s use or receipt of, or license to, any Product. If Customer is exempt from value-added or sales tax, then it must provide a valid, timely, and executed exemption certificate, direct pay permit, or other such government-approved documentation to Brembo. If Customer is required by law to make any income tax deduction or to withhold income tax, after the application of reductions available under international treaties, from any sum payable directly to Brembo under this Agreement, Customer will promptly effect payment thereof to the applicable tax authorities, and will also promptly provide Brembo with official tax receipts or other evidence issued by the applicable tax authorities to support a claim for tax credit relief. Notwithstanding the foregoing, Customer is responsible for and will indemnify Brembo for, any taxes, including withholding taxes, resulting from making a Product available to Authorized Users in geographic locations outside the country in which Customer is located as per the Order Form.

## 7. **WARRANTIES AND DISCLAIMERS**

- 7.1 Cloud Services. Brembo warrants that Cloud Services substantially conforms with the features and functionalities set forth in the Documentation. To the extent permissible under applicable law, Brembo’s entire liability and Customer’s sole and exclusive remedy for a breach of this warranty, at Brembo option (i) Brembo will use commercially reasonable efforts to modify the non-conforming Cloud Services in order to comply with this warranty, or (ii) if such modification would not be commercially reasonable, Brembo may terminate the Order Form for the non-conforming Cloud Services and refund any prepaid fees for such Cloud Services on a pro-rata basis for the remainder of the Subscription Term for that Cloud Services. The warranty for Cloud Services excludes (a) Free Products and previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.
- 7.2 Software on Premise. Brembo warrants that Software on Premise substantially conforms with the features and functionalities set forth in the Documentation for a period of thirty (30) days following the date the Software on Premise is initially made available to Customer. To the extent permissible under applicable law, Brembo’s entire liability and Customer’s sole and exclusive remedy for a breach of this warranty, at Brembo option (i) Brembo will correct errors or provide work-arounds, or (ii) replace defective Software on Premise, or (iii) require Customer to return the defective Software on Premise, terminate the Order Form for the non-conforming Software on Premise, in case the Software on Premise has been licensed for a Subscription Term, and refund fees paid for such Software on Premise. The warranty for Software on Premise excludes (a) Free Products, (b) Software on Premise that is designated as retired, (c) Software on Premise made available under the maintenance services terms set forth in the Maintenance Services Terms, and (d)

issues, problems, or defects arising from use of Software on Premise not in accordance with the terms of this Agreement.

- 7.3 **Disclaimers.** Except as expressly provided in this Agreement, Brembo makes only the representations and warranties expressly stated herein, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Brembo does not warrant or otherwise guarantee that (i) Products or any Third Party Content will be secure, uninterrupted, error free, or (ii) reported errors will be corrected or support requests will be resolved to meet Customer's needs, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Customer is responsible for assessing the suitability of each Product for Customer's intended use, selecting the Product necessary to achieve Customer's intended results, and for the use of the Products. By using the Products, Customer agrees that the Products meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Products which are required for such use. Brembo does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for Brembo's obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

## 8. LIMITATION OF LIABILITY

- 8.1 **Limitation of liability.** Except in case of wilful misconduct or gross negligence, regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise, the maximum aggregate liability of Brembo (or its Affiliates, licensors or subcontractors) shall not exceed the fees paid for the applicable Product under the applicable Order Form in the twelve (12) month period preceding the date of the incident giving rise to the liability.
- 8.2 **Exclusions to damages.** In no event Brembo (or its Affiliates, licensor or subcontractors) shall be liable for (i) any special, incidental, consequential, indirect damages, loss of goodwill or business profits, work stoppage, business interruption, or punitive damages; or (ii) any Free Products or Previews.
- 8.3 **No limitation of liability.** The foregoing limitation does not apply to Brembo's indemnity obligation in Section 9 and to the extent that liability cannot be limited or excluded according to the applicable law.

## 9. THIRD PARTY CLAIMS AND INDEMNIFICATION

- 9.1 **Claims against the Customer.** Brembo will defend the Customer against claims brought against the Customer by any third party alleging that the Customer's use of the Products infringes or misappropriates any copyright, or patent issued or registered in the European Union. To this extent, Brembo will indemnify the Customer against all damages finally awarded against the Customer (or the settlement amount Brembo may enter into) with regard to such claims.
- 9.2 Brembo's obligations pursuant to Section 9.1 shall not apply should the alleged claim result as follows:
- (i) use of the Products with any other software, product, device not provided by Brembo; or
  - (ii) modification of the Products by the Customer or a third party on behalf of the Customer; or
  - (iii) any use of the Products by the Customer against this Agreement, the relevant Order Form and/or the applicable law.
- 9.3 **Remedies.** Should a third party make a claim pursuant to Section 9 or in Brembo's reasonable opinion such third party may make a claim, Brembo, at its discretion and sole option and expense, may:
- (i) procure the Customer the right to continue to use the Products under the terms of this Agreement; or
  - (ii) replace or modify the Products to be non-infringing undertaking not to reduce the relevant functionalities.
- Should what set forth in Section 9.3 (i) and (ii) not to be commercially reasonably available, Brembo or the Customer may terminate the Order Form pertaining to the affected Product upon written notice to the other.
- 9.4 **Third Party Claims Procedure.** To the extent possible under the applicable law, Brembo's indemnification obligations are conditioned upon the Customer:
- (i) giving Brembo prompt written notice of any claim, action, suit or proceeding for which the Customer is seeking indemnity;
  - (ii) granting control of the defense and settlement to Brembo (except that Brembo shall not enter into any settlement of a claim that imposes any obligations upon the Customer without the consent of the Customer, which consent will not be withheld unreasonably); and
  - (iii) reasonably cooperating with Brembo.
- 9.5 **Claims against Brembo.** The Customer shall defend Brembo and its Affiliates against claim bought against Brembo and its Affiliates by any third party arising from or with regard to:

- (i) the Customer use of the Products against the applicable law or regulations; and
- (ii) the Customer Content or Customer provided material for the performance of the Products infringes or violates third party Intellectual Property Rights.

9.6 Sole and Exclusive Remedy. Section 9 sets forth Brembo's entire liability and Customer's sole and exclusive remedy for infringement of third-party Intellectual Property Rights.

## 10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date.

10.2 Termination. Each Party may terminate the relevant Order Form for material breach upon thirty (30) days prior written notice, provided that the breaching Party has not cured such breach within such thirty (30) days period provided that such termination will only be effective with respect to the Product affected by the material breach. Brembo may immediately terminate any or all Order Form or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Brembo's software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 2 (Use of the Products), 6.1 (Fees and Payment), 11 (Confidentiality), 13 (Compliance with Law), or 14.7 (Assignment), or in order to comply with applicable law or the requests of government authorities. Brembo may suspend the use of the Products if Customer materially breach this Agreement.

10.3 Survival. Sections 2.4, 2.5, 2.6, 3.3, 6.1, 6.4, 7.3, 8, 10.4, 11, 13, 14.3 and 14.12 of this Agreement shall survive termination of this Agreement.

10.4 Consequences of Termination. Upon expiration of any Subscription Term, or termination of any applicable Order Form or this Agreement, the Customer shall (i) terminate any access and/or use of the affected Products, and (ii) return or destroy (at Brembo's request) Brembo's Confidential Information. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. Termination of this Agreement or any Order Form for one or more Products will not relieve Customer of its obligation to pay the total fees set forth in any Order Form, which fees will become due and payable immediately upon termination. In the event of Customer's termination for Brembo's material breach in accordance with Section 10.2, Brembo will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Products(s).

## 11. CONFIDENTIALITY

11.1 Confidential Information. Confidential Information may be disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

11.2 Use of Confidential Information. The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement.

11.3 Authorized Disclosure. Each Party may disclose Confidential Information to its Affiliates, auditors, attorneys, accountants, consultants and subcontractors, where (i) use by such person or entity is authorized under this Agreement, (ii) such disclosure is necessary for the performance of such person's or entity's obligations under or with respect to this Agreement or otherwise naturally occurs in such person's or entity's scope of responsibility, and (iii) the Receiving Party assumes full responsibility for the acts or omissions of such person or entity and takes all reasonable measures to ensure that the Confidential Information is not disclosed or used in contravention of this Agreement. Any disclosure to such person or entity shall be under the terms and conditions as provided herein.

11.4 Disclosure to Government. The Receiving Party shall not be considered to have breached its obligations under this Section for disclosing Confidential Information of the Disclosing Party as required, in the opinion of legal counsel, to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request, the Receiving Party advises the Disclosing Party of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that the Disclosing Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. The Receiving Party shall use commercially reasonable efforts to cooperate with the Disclosing Party in its efforts to seek a protective order or other appropriate remedy or in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment will be accorded such Confidential Information.

## 12. DATA PROTECTION

12.1 Each Party shall comply with applicable data protection legislation governing the protection of personal data in relation to their respective obligations under this Agreement.

12.2 Brembo processes Customer's personal data as stated in the privacy notice, according to Art. 13 GDPR, available on Brembo website [www.brembogroup.com](http://www.brembogroup.com) at the following link: [Information notice to Customers | Brembo Corporate website EN](#).

12.3 Where Brembo acts as Customer's processor of personal data provided by Customer, the [Data Processing Agreement](#), including the technical and organizational measures described therein, apply to the use of the relevant Product and are incorporated herein by reference.

### 13. COMPLIANCE WITH LAW

13.1 General compliance. The Customer shall (i) be responsible for obtaining, paying for and maintaining in force all licences, authorisations, permits and approvals issued by any authority which are or may become necessary in relation to the management of its business activity; (ii) comply with all legislation and regulations in force in all the countries in which it operates; (iii) ensure that the Products comply at all times with all applicable laws and regulations.

13.2 Brembo Codes. Brembo is a company which performs its business in accordance with its own Code of Ethics, and in observance to the relevant principles of corporate Governance and compliance has adopted an Organization, Management and Control System in accordance with the Legislative Decree n. 231 of June 8th, 2001 (as amended), an Anti-Bribery Code of Conduct, a Sustainable Procurement Policy, a Code of Basic Working Conditions, and a Policy on non-discrimination and diversity. Such documents are available at [www.brembo.com](http://www.brembo.com) » "Company" » "Corporate Governance" » "Codes and Policies".

13.3 Transparency / Corporate Criminal Liability Prevention. Brembo wishes to cooperate only with companies who shares such ethical approach. Pursuant to the importance that for Brembo hold business ethics, social responsibility and the compliance of the legal framework in performing its business activity, Customer commits to comply with the principles stated in the Code of Ethics and in other Codes of Conducts and Policies from time to time issued by Brembo and available on the Brembo's website, and generally to transparency, fairness and loyalty principles. Customer shall refrain from and shall develop a control system in order to prevent the commission of any action or engaging in any practice which may result in a breach of any anti-bribery or anti-corruption laws, environmental laws, labour and labour safety laws, modern slavery laws, fraud/money – laundering and tax laws. Customer shall adopt an adequate control system, in order to prevent the commission of such violations. Should the Customer not comply with the abovementioned principles of conduct and/or is charged with criminal offence in relation to its business activity, that shall be considered a breach of the Customer contractual obligations. To this extent, Brembo shall be entitled to interrupt with a precautionary approach and/or immediately terminate any business relationship with the Customer.

13.4 Trade Control Laws. Each Party shall comply with all export control and economic sanctions laws ("**International Trade Control Laws**") applicable to its performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement ("**Items**"). The Customer and its Affiliates shall not transfer any Items: (i) to any country or region subject to comprehensive economic sanctions (including without limitation Cuba, Iran, North Korea, Sudan, Syria, the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR), or the Crimea region of Ukraine, Russia) (each a "**Restricted Country/Region**"); (ii) to any party in violation of applicable International Trade Control Laws; or (iii) that require government authorization to use or transfer without first obtaining: (a) the informed consent of the other Party; and (b) the required authorization. Brembo may decline in its sole discretion to engage in any activity under this Agreement with any connection to a Restricted Country/Region, or that Brembo otherwise determines could constitute a violation of applicable International Trade Control Laws, without creating any liability on its part under this Agreement. The Customer is solely responsible for compliance with the International Trade Control Laws.

13.5 UN Restrictions. The Customer hereby acknowledges and confirms that (i) neither the Customer nor any of its subsidiaries, Affiliates or any other entities owned or controlled by the Customer are included on any of the restricted party lists maintained by the United States Government; (ii) neither the Customer nor any of its subsidiaries, Affiliates or any other entities owned or controlled by the Customer are owned or controlled by a government of or entity located in a country subject to economic sanctions programs that are or may be maintained by the United States Government.

13.6 Compliance certification. It is agreed that Brembo may request the Customer from time to time to certify in writing its compliance with the terms of Section 13 hereof.

### 14. GENERAL

14.1 Agreement. This Agreement constitutes the whole agreement between the Parties, relating to the transactions contemplated by this Agreement. This Agreement supersedes all previous written or verbal agreements, undertakings, representations or warranties of any nature in relation to the content of this Agreement. This Agreement may be modified in writing signed by both Parties. Terms and conditions of any Customer issued purchase order shall have no force and effect, even if Brembo accepts or does not otherwise reject the purchase orders.

14.2 Statute of Limitation. Except for claim(s) as to ownership or title to intellectual property rights, breach of the protections of the Confidential Information, or a Brembo's failure to provide the indemnity obligations herein and its subject matter, the Party shall initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one (1) year from the date when it knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

- 14.3 Feedback. If Customer provides any ideas or feedback or implementation regarding any Product, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively “**Feedback**”), Feedback may be used by Brembo without condition or restriction.
- 14.4 Information Obligations; Audit. The Customer will provide information or other materials that Brembo reasonably requests to verify the Customer’s compliance with this Agreement. Upon reasonable advance notice, Brembo may conduct an audit of the Customer’s compliance with this Agreement. To minimize the Customer disruption, Brembo may conduct remote audits using scanning tools operated by the Customer to collect audit information. At Brembo’s discretion, the Customer will permit Brembo or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Brembo in the audit. Brembo and its agents will comply with reasonable security procedures communicated to Brembo while on the Customer’s premises.
- 14.5 Waiver. No waiver or modification of any right or remedy under this Agreement or of any provision hereof shall be effective unless it is stated in writing and signed by the Parties.
- 14.6 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed or construed to create or imply any agency, representative, joint venture, partnership, or employer-employee relationship between the Parties for any purpose, including but not limited to taxes or employee benefits.
- 14.7 Assignment. Brembo may assign or transfer this Agreement without the Customer’s consent to any Affiliate. Customer shall not assign or transfer this Agreement without Brembo’s prior written consent.
- 14.8 Subcontracting. Brembo may use subcontractors for the performance of the Products provided that Brembo will be responsible for breaches of this Agreement by such subcontractors.
- 14.9 Force Majeure. Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any Force Majeure Event. The delayed Party will promptly notify the other Party of any such event.
- 14.10 Publicity. Brembo and its Affiliates may name the Customer as a customer on their websites and in customer lists and other marketing materials.
- 14.11 Notices. Any notice or other communication provided under this Agreement will be in writing and shall be sent by PEC (certified email) or by registered mail to the following addresses:
- (i) Brembo: Via Stezzano 87, 24126 Bergamo (BG), Italy – [brembo@pec.brembo.com](mailto:brembo@pec.brembo.com);
- (ii) Customer: [\[insert Customer’s address\]](#) – [\[insert e-mail address\]](#).
- 14.12 Governing Law and Jurisdiction. This Agreement is governed by the laws of Italy. Any dispute arising out of, and/or in connection with, this Agreement (including without limitation in relation to its validity, interpretation, performance and termination) shall be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Milan, Italy. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 14.13 Signature. This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology (including by electronic signature), and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same document.

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*[Signature at the following page]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date.

**BREMBO**

**CUSTOMER**

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Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

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Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer acknowledges that it has read, understood and accepted the following Sections: 2 (Use of the Products); 3 (Terms applicable for Cloud Services); 4 (Terms applicable for Software on Premise) 6. (Fees, Invoicing and Payment); 7. (Warranties and Disclaimers); 8. (Limitation of Liability); 9. (Third Party Claims and Indemnifications); 11. (Confidentiality); 12. (Data Protection); 13. (Compliance with Law); 14. (General).

**CUSTOMER**

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Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]