

THE AGREEMENT AND THE PARTIES – TERMS AND CONDITIONS OF SERVICE

INTRODUCTION

1. These general terms and conditions governing the purchase and / or use of the services purchased by the customer from Ultimedia Limited.
2. If the customer is a legal entity different from the individual, the registrant and / or subscriber of this contract certify and warrant that you have all necessary power and authority to bind such subject and its affiliates to these terms and conditions, taking all subsequent and greater responsibility in the event of declaration that does not conform to reality.
3. The website and the software, made available online associated with the Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. Ultimedia Limited do not allow the activation and / or use of its services for the purposes of monitoring and / or copying and / or testing of the services provided by Ultimedia Limited, or comparative analysis commissioned by Ultimedia Limited itself. Ultimedia Limited therefore reserves the right to suspend the provision of the service and access to its products whenever there is even a suspicion that the verses in such hypothesis.
4. The ownership and use of the content of the courses and courses, if offered and / or owned by Ultimedia Limited are covered and regulated by the laws on copyright. In particular, for the duration of enrolment in a course the customer acquires the license to use the course and the contents. In addition: a) only the owner of the customer login Ultimedia Limited can access the platform to the fruition of the course. The Customer shall then keep the data access to your login securely and prevent others from having access to your login, b) the customer cannot perform any action that may be considered reverse engineering material at its disposal provided by Ultimedia Limited through its platform.
5. Ultimedia Limited may modify and / or update their T & C from time to time without notice or acceptance by the Client¹. In the case of contracts providing for automatic renewal, those changes will take

effect only from the first tacit renewal following the changes made in time to allow the Customer the notice within contractual time limits. For their part, the Customer undertakes to verify the existence of any changes to the T & Cs in time to possibly terminate it under the terms stated in the contract.

DEFINITIONS

Pursuant and for the purposes set out in this contract are:

- T & C: Terms and conditions of services provided by Ultimedia Limited to the customer
- Customer: the contracting of services Ultimedia Limited
- SaaS: Software As A Service: means the Software As A Service, a model of the distribution of software applications based on client-server technology and entirely web based, or That does not require, beyond 'of an internet connection and a web browser, the installation of any additional software or hardware component, for the purposes of the application of the implicit function "SaaS"
- "Ultilearn " means the product of developed properties', developed by, maintained by Ultimedia Limited and subject to these Terms and Conditions of service. Ultimedia Limited SaaS and 'a platform for management, delivery and tracking of activities' and training content. Ultilearn 'based on an operating exclusively online through a web browser.
- "Pay per Seat": means the association of a course in the Ultilearn to a user in Ultilearn. Each seat is considered to be used when a user assigned to a course leads to the same course
- "Trial": means the period of testing of the product Ultilearn which has a maximum duration of time pre-established by Ultimedia Limited
- "Active Users": means all users who log in the platform and in a course in the 30 days reported by the billing period. Become active, the same user can perform an unlimited number of accesses in the platform during the same billing period
- "Subscription Plans": means the subscription plans for Ultilearn
- "Application or Platform": understood as the single setup associated with the customer that activates Ultilearn through the website www.ultilearn.com
- "Plan Users": means subscription packages based on users active
- "Service" means Ultilearn products and / or services ordered by the customer through the activation of a trial Ultilearn, or through a dedicated order
- "Customer Data": means digital data and information provided by the

customer for the purchase and / or operation of this service Ultilearn

- “Customer Content”: understood as digital content ownership 'of the customer who uses the services Ultilearn and that the client uses, creates or reuses within the instance Ultilearn
- “Documentation”: means the documentation Ultimedia Limited in terms of online user manuals, documentation and technical support aimed at training the customer on Ultilearn made available by the staff of Ultimedia Limited.
- “Pro-rata”: understood as a proportional share (rate) calculated on the basis of a period of 12 months (365 days) or on a period of a month (31 days) in the case of variation upwards of a subscription plan.
- “SLA”: means Service Level Agreement, means Service Level Agreement, 'the explanation of the levels of service that Ultimedia Limited guarantees their paying customers about the availability' of service for Ultilearn.

REGISTRATION SERVICES

6. In order to use the Services, the Customer must obtain a valid Ultilearn account, which can be obtained from Ultimedia Limited.

7. Users are responsible for maintaining the confidentiality of account login information (username / password), and are fully responsible for all activities performed that sell on their account.

8. The user agrees to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form to the Services, and (b) maintain and promptly update the Registration Data to keep the information true, accurate, current and complete, (c) immediately inform Ultimedia Limited of any unauthorized use of your account or any other breach of security, and (d) exit from your account at the end of each work session.

9. Ultimedia Limited undertakes no obligation to verify the data provided by the Customer. However, if Ultimedia Limited FINDS or even just suspects that the above information is untrue, inaccurate, not current or incomplete, Ultimedia Limited may suspend or terminate your account and refuse any and all current or future use of the Services (or any part of them).

10. Ultimedia Limited cannot and will not be liable for any loss or damage arising from your failure to comply with this section

FAILURE TO PAY FULL OR PARTIAL

11. In the event of non-payment or late payment, Ultimedia Limited may deactivate the account immediately, in whole and / or in part, without notice, any outstanding payments relating to the Services or late. In particular, if we consider late or missed payments by bank transfer, the amount not credited to the account of Ultimedia Limited.

12. The continuation of unsolved for more than 15 days after its due date will result in the termination of the contract and the relative deactivation of services.

13. In the case of multiple contracts with the same customer, where the unresolved concerns, one or more of these reports will be entitled to suspend or terminate Ultilearn infringement also all other possible supply contracts other than the object unsolved, disabling services purchased and / or delivering work already undertaken, and holding outright any amounts already received by way of damages, unless in any case the claim for further damages.

METHOD OF WITHDRAWAL OF PAYMENT PLANS

14. Customers can deactivate the auto-renewal of the contract at any time prior to 3 months before the completion date of the current license period. The management of the auto-renewal is exclusively managed by Ultimedia Limited, and is the sole responsibility of the customer, which will be solely responsible for the termination of such a contract extension.

15. Bank transfer or other, the cancellation must be received by Ultimedia with a notice not less than 90 days from the expiry of the contract. Otherwise the same will be automatically renewed for the following year.

16. As part of the contract fee (excluding the trial version) Ultimedia Limited is required to:

- provide support through the ticket system in relation to the services purchased by the customer, at no additional cost.
- use commercially reasonable efforts to make the service

purchased by the customer available 24 hours a day, 7 days a week, except for: (a) scheduled maintenance, (b) urgent security updates and not budgeted or (c) causes beyond the direct control of Ultimedia Limited (d) due to major force beyond the control of Ultimedia Limited, including governmental action, acts of God, floods, fires, civil insurrections, terrorist acts, strikes or other protests whether or not involving our employees.

- provide the Services purchased in accordance with applicable laws and government measures in place.

17. Ultimedia Limited will not be responsible, not even in any part, for any difficulty, defect, failure, interruption or inability to access and / or use of services Ultilearn derivatives and / or related to the hardware equipment and software of the customer or his internet connection, or to actions and / or behaviour of the Customer (or one or more of its members) which prove to be inappropriate, harmful or against the law (including copyright infringement) whether national or international.

18. Except in cases of wilful misconduct and severe hit, Ultimedia Limited will not be liable to the Customer, who then released from all liability for any failure related and / or connected to the Services and / or flow to the customer. In any case, any type of compensation may not exceed an amount equal to the fee paid by the customer and collected by Ultimedia Limited for the Service, the sum to be understood inclusive of all incidental expenses (legal fees, stationery, arbitration services ...).

DATA PROTECTION

19. Ultimedia Limited is committed to administrative, physical and technical safeguards to ensure the security, confidentiality and integrity of Customer Data, and not change them unless specifically requested in writing by the customer. Ultimedia Limited also is committed to you and to the extent possible, to not access the Customer Data, except to the extent required for the proper delivery of services purchased, including actions to prevent technical problems (on request, for example, concomitantly with issues related to technical support).

USE OF SERVICE- CUSTOMERS RESPONSIBILITY

20. The Customer warrants:

- compliance with this Agreement on the part of its members;
- the accuracy, quality and legality of the information provided and the way in which the data was made available by the customer to Ultimedia Limited in both the platform and in the interactions that took place with staff of Ultimedia Limited. In particular, the customer assumes full responsibility for the accuracy and truthfulness of the information provided to Ultimedia Limited and ensures that all the information provided, including any text, graphics, data, images, sounds, are lawfully available, and do not violate any law copyright, trademark, patent or other rights of third parties arising from law, contract or custom. The customer therefore undertakes to indemnify Ultimedia Limited for any claim of compensation and / or damages claimed by third parties as a result of the publication of these materials.

21. The Customer agrees

- to prevent access / unauthorized use of the Service and immediately notify Ultimedia Limited any possible access / unauthorized use;
- Ultimedia Limited to use the Services in compliance with the directives made by Ultimedia Limited, and - in any case - in a manner consistent with applicable laws and regulations;
- Ultimedia Limited to make services available only to users under their own responsibility;
- Ultimedia Limited will not use the Services to store, process or transmit material illegitimately and / or illegal (software or anything else potentially dangerous viral malicious) or disclose material that violates the privacy / copyright of any third party, or any other kind of material deemed inappropriate by Ultimedia Limited;
- Ultimedia Limited will not use the Services to store, process or transmit any malicious code;
- not to interfere with or undermine the integrity and performance of the services or information contained in such third-party services;
- not to make unauthorized access to the Services or related to these systems and networks.

22. It is expressly forbidden for the customer to sell to third parties, in whole or in part, the rights arising from this contract without the prior written consent of Ultimedia Limited, under penalty of ineffectiveness.

PRICES

23. The prices charged by Ultimedia Limited for their services are those in effect at the time of subscription, in case of renewal of the contract, the price charged will be the one in force at the time of renewal.

24. Pricing and billing policies are subject to change at any time at the sole discretion of Ultimedia Limited.

25. An updated version of the price list is updated and will be available on request, the customer undertakes to consult before buying and before any contract renewal. Therefore, the renewal of the contract occurred determines the acceptance of any new price charged.

26. Any consideration specified in this contract must be understood as net of VAT and any other tax due.

27. Failure to use the Customer Service purchased with no obligation to refund / reversal of the price by Ultimedia Limited.

28. The expenses sustained by Ultimedia Limited for the execution of the contract (e.g. Tickets, parking, housing, highways and other similar expense costs) are not included in the price and will be invoiced to final products based on the sum of the evidence, and not may exceed the maximum established daily by the Customer and specified in the Offer.

PRODUCT SUPPORT AND SERVICE LEVELS

29. The use by the customer of the service purchased is guaranteed by Ultimedia Limited provided that the customer notifies Ultimedia Limited, even for the resolution of problems with the helpdesk Ultimedia Limited (through the opening of a ticket) to reach the platform and Ultimedia Limited / help desk.

30. The Client acknowledges that the services purchased are subject to processes of bug fixing, software updates, or submit Minor features updates, new apps and new modules. Where this is not dependent on a firm's service (irrespective of the fact that then, because of circumstances not foreseen to occur) Ultimedia Limited will not be required to make any notice to the Customer. If, instead, Major upgrades are made or insertions of functions or operations or infrastructure cloud network will imply a temporary stop of the service, Ultimedia Limited will give the customer a notice of 24 hours.

31. The technical assistance by Ultimedia Limited will be paid in the manner and within the time limits specified in the resulting support contract.

USE OF LOGOS AND SCREENSHOTS

32.The Customer authorizes Ultimedia Limited to include in their portfolio work (brochures, technical documentation, web sites), the reference to the CUSTOMER (logo, name of the CUSTOMER and screenshots) on the project done.

33.Ultimedia Limited is allowed to include in its customer portfolio projects in sub-contracting, in which case the customer, through the signing of this contract, granting Ultimedia Limited (lifting it from any liability arising from the publication) obtained from the original buyer of the authorization the publication of names and logos in the portfolio of customers Ultimedia Limited (websites, brochures, business ...).

PRIVACY

34.Ultimedia Limited constantly updates their applications and implements all the techniques so that they are protected from cyber-attacks and intrusions (software update, protective side code, firewall, backup, and network monitoring service). Activities such as check of the application by companies outside intrusion and certification tests are not included in the offer and must be ordered and quoted separately.

35.The Customer undertakes to keep passwords that are provided confidential and to take all security policies necessary for the security and protection of sensitive data. Ultimedia Limited undertakes to treat the data received by the Customer solely for contractual purposes and not transfer them to third parties not related to the ordinary activities of the company and not to spread them. The personal data provided by the Customer or its representatives, or otherwise acquired as part of Ultilearn, can be processed by Ultimedia Limited, for the institutional purposes of the company, and in particular to comply with the contractually agreed service and any ancillary equipment required and comply with the obligations imposed by laws or regulations.

36.Providing data from the Customer and the subsequent treatment by Ultimedia Limited is strictly functional. Execution of the contract and failure to consent will prevent the execution of the contractual agreement.

37.The processing of the data provided or otherwise acquired as part of Ultilearn, can also be carried out by persons who have been granted the right to access your personal information by law or secondary legislation and / or Community or third parties responsible.

38.Ultimedia Limited and its partners are allowed to contact the administrators of the platform via E-Mail (For administrator shall mean any user with Administrator role and anyone who came in contact with Ultilearn in relation to the platform itself including who has activated the service)

39.Any information collected by Ultilearn - due largely to a specific individual - will be used solely in accordance with the procedures described above, and only for the purposes previously agreed - in accordance with what was, by law, the Customer has expressly given permission.

40.In handling this information, accuracy and precision are guaranteed in ensuring integrity and quality of the process. In the event of any doubt or question, you can contact Ultimedia Limited directly.

41.Ultimedia Limited uses, both on site platforms, tracking systems such as statistics, cookies, action monitoring, reporting, and more.

42.In case of a request for cancellation of the test platform the Ultimedia Limited staff will simply expire the e-learning platform in question.

APPLICABLE LAW AND DISPUTES

43.This Agreement is governed and regulated by the UK law.