

Google Enterprise Maps and Earth Master Licence Agreement

This Google Enterprise Maps and Earth Master Licence Agreement for the licensing of Google Maps and Earth related Enterprise Products and Services (this "**Master Licence**") is made and entered into by and between Google Ireland Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4 ("**Google**") and HT Srl whose principal place of business is at Via della Moscova 13, 20121, Milano, Italy ("**Customer**"). This Master Licence shall be effective as of the Google execution date (the "**Master Licence Effective Date**").

1. Governing Documents. This Master Licence contains general terms relating to Customer's access to and use of the Products and Services. Each Ordering Document will form a separate (and separately terminable) agreement between Customer and Google on the terms contained in the Ordering Document, the applicable Product Addendum and this Master Licence (an Ordering Document, the applicable Product Addendum and this Master Licence (together, an "**Agreement**"). In the event of any conflict, the following order of precedence shall govern: (i) the Ordering Document; (ii) the Product Addendum; (iii) the Master Licence; and (iv) any URL Terms.

2. Products and Services Terms and Conditions.

2.1 Services Modifications. To the extent that a Product Addendum includes Services, Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about these changes.

2.2 URL Terms. Google may make reasonable changes to the URL Terms incorporated by reference to an Agreement from time to time. If Google makes a material change to the URL Terms and Customer demonstrates that such change has a material adverse impact on Customer, Customer may notify Google within thirty (30) days of the change and remain subject to the then-current URL Terms unless such change to the URL Terms is in response to a court order or to comply with applicable law

2.3 Third-Party Components. Any third party component embedded in, included in or provided for use in connection with any Software licensed under a particular Product Addendum may only be used in conjunction with such Software, and such use shall be subject to the Agreement. However, to the extent the Software includes components governed by open source licences with provisions inconsistent with the Agreement, those components are instead governed solely by the applicable open source licences. To the extent the Software includes components covered by open source licences requiring the provision of corresponding source code for those components, Google hereby offers such source code consistent with those licences.

3. Products and Services Restrictions.

3.1 Usage. Customer will only use the Products, Services and any Software in compliance with the Agreement, the Legal Notices, the applicable Documentation, the AUP and the Ordering Document. Customer may only use the Services in accordance with the SKUs specified in the applicable Ordering Document. Google shall provide Customer one or more Customer IDs for use in accessing and administering the Services and other relevant Services features, as applicable.

3.2 General Restrictions. Customer shall not, and shall not allow any third party to: (a) use the Products or Services for High Risk Activities; (b) use the Products or Services to create a substantially similar product or service; (c) extract any Content to be used outside of the Products or Services unless expressly permitted under a particular Product Addendum; or (d) use the Products or Services to store or transfer any Customer Data that is controlled for export under Export Control Laws.



3.3 **Separate Use.** Unless Google specifically agrees in writing, Customer shall not: (a) use, distribute, or sell any Content; (b) incorporate or embed Content or components of the Products or Services into any of Customer's products or services that it sells to third parties; or (c) offer the Products or Services, or any Customer products, services, or solutions based upon the Products or Services, on a subscription basis to third-parties.

3.4 **Unauthorised Use.** Customer shall use all reasonable endeavours to prevent unauthorised Services use and to terminate any such unauthorised use. Customer shall promptly notify Google of any unauthorised use of, or access to, the Services of which it becomes aware.

3.5 **Software Restrictions.** Customer shall not (and shall not allow any third party to): (a) use, reproduce (except as permitted in a particular Product Addendum), modify, create derivative works, decompile, disassemble, or otherwise reverse engineer the Software; (b) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (c) incorporate the Software into or with other software; (d) distribute, sell, sublicense, rent, lease to third parties or otherwise make the Software functionality available to third parties except as set forth herein; or (e) remove or in any manner alter any Software identification, proprietary, trademark, copyright or other notices.

4. Technical Support Services.

4.1 **TSS.** Subject to Customer's payment of all due and payable Fees and compliance with the Agreement, Google shall provide TSS for Products and Services to Customer in accordance with the TSSG for the term agreed in the applicable Ordering Document. Unless otherwise agreed in writing, to receive TSS Customer must provide Google with reasonably required access to the Products and Services. Customer's failure to provide access shall be at Customer's own risk and shall relieve Google of its obligation to provide TSS pursuant to this Clause 4.1. If an Ordering Document does not identify a support level, then Google shall provide standard or basic TSS as detailed in the TSSG. Google may change the TSS from time to time, provided that if Customer demonstrates that the change has a material adverse effect on Customer, Customer may notify Google within thirty (30) days of the change and remain subject to the then-current TSS until the expiration of the current Licence Term.

4.2 **Updates.** TSS includes Updates if applicable to the given Product or Service. Customer shall only receive Updates if Customer is receiving TSS. Customer's access to and use of Updates is subject to the applicable Agreement. Customer shall implement Updates in accordance with the TSSG. Customer may, to the extent possible, make a copy of an Update to a physical medium solely for the purpose of Update installation. Customer shall promptly erase or destroy the Update copy upon installation.

5. Term and Termination.

5.1 **Term.** Subject to Customer's payment of all due and payable Fees and compliance with all Agreements, this Master Licence shall remain in effect for the Term. Each Agreement shall (unless terminated earlier in accordance with its terms) remain in force for the applicable Licence Term, at the end of which it shall expire automatically.

5.2 **Termination for Breach.** Either party may terminate any Agreement if: (a) the other party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) the other party materially breaches the Agreement more than two (2) times notwithstanding any cure of such breaches.

5.3 **Effect of Termination.**



a. Termination for Google's Breach. If an Agreement is terminated for Google's breach then the Product rights granted or Services provided under the breached Agreement shall terminate and may, at Customer's option, continue for the remainder of all then-effective Licence Term(s), subject to Customer's continued compliance with the remainder of then-effective Agreement(s). If Customer elects not to continue to use the Services, then all then-effective Agreements shall terminate. Customer must make its election to proceed or not to proceed under the Agreement upon Customer's declaration of Google's Agreement breach.

b. Termination for Customer's Breach. If an Agreement is terminated for Customer's breach then all then-effective Agreements shall terminate immediately and all payments owed by Customer to Google are immediately due.

5.4 Effect of Expiration. On the expiration of an Agreement, the Product rights granted and Services provided under that Agreement shall cease. On the expiration or termination of all Agreements, this Master Licence shall expire. Save as expressly set out in this Clause 5.4 or elsewhere in any Agreement, the termination or expiry of an individual Agreement will not have the effect of terminating any other Agreement.

6. Orders and Payment.

6.1 Purchase Process. Google shall provide Customer with an Ordering Document for each transaction to facilitate the ordering of the particular Products, Services, quantities and Fees.

6.2 Payment. All Fees are due **sixty (60)** days from the invoice date. All Fees are due in the currency specified in the Ordering Document. Customer shall make all payments by electronic transfer in accordance with the instructions set out in the invoice.

6.3 Taxes. Customer shall be responsible for any Taxes, and Customer shall pay Google for Products and Services without reduction for any applicable Taxes. If Google is obligated to collect or pay Taxes, such Taxes shall be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorised by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support this withholding.

6.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google shall not issue a corrected invoice, but shall instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google shall apply the credit memo amount to the disputed invoice and Customer shall be responsible for paying the resulting net balance due on that invoice.

6.5 Late Payments. Customer will be responsible for all reasonable expenses (including legal fees) incurred by Google in collecting overdue amounts, except where such overdue amounts are due to Google's billing inaccuracies. Google shall have the right to charge interest at the rate of 2% per annum above the base rate of Barclays Bank PLC from time to time (or at the statutory rate if higher), from the due date until the date of actual payment, whether before or after judgment, on any Fees which are overdue.

6.6 Orders.

a. Order Requirements. Any Product or Service order requirements shall be set forth in the applicable Agreement.

b. Purchase Orders. For the avoidance of doubt, if Customer's Ordering Document is a quote, then a Purchase Order is required. If Customer's Ordering Document is an order form, and Customer requires a Purchase Order number on its invoice, Customer shall inform Google and shall issue a Purchase Order number to Google. If Customer has notified Google that it requires a Purchase Order, and fails to provide the Purchase Order number to Google, then Google shall not be obligated to provide the Products and Services until Google receives the Purchase Order. No terms and conditions in any Purchase Order issued by Customer shall apply to or modify an Agreement and any terms or conditions in such Purchase Order are null and void.

c. Delivery. The Products and Services shall not be made available until Google receives either: (i) a complete and duly executed Ordering Document and, if required, a Purchase Order.

6.7 Usage Limits. If an Ordering Document contains a Usage Limit, Customer may not exceed such Usage Limits. In order for Services to continue functioning in excess of the Usage Limits, Customer must execute a new Ordering Document governing Customer's use of any such additional Services.

7. Ownership and Publicity.

7.1 Generally. Except to the extent that an Agreement expressly states otherwise, an Agreement does not grant either party any rights, implied or otherwise, to the other party's content or any of the other party's Intellectual Property Rights. Intellectual Property Rights in and to the Content accessed through the Products and Services are the property of the applicable Content owner and may be protected by applicable laws.

7.2 Brand Features. If, to the extent possible, Customer wants to display Google Brand Features in connection with its use of the Products and Services, Customer shall comply with the Trademark Guidelines. Customer shall not alter any images generated by the Products or Services to remove any Brand Feature or proprietary notice of Google or its licensors. Any use of a party's Brand Features shall inure to the benefit of the party holding rights in such Brand Features. Each party agrees not to: (a) challenge or assist others to challenge the other party's Brand Features or registration thereof (except to protect that party's rights with respect to its own Brand Features); or (b) attempt to register any Brand Features that are confusingly similar to those of the other party.

7.3 Publicity. Google may include Customer's name or Brand Features in a list of Google customers, whether online or in offline promotional materials and verbally reference Customer as Google client.

8. **Compliance with Laws.** Customer shall comply with and shall obtain all required authorisations from applicable government authorities under the Export Control Laws. Customer will not use the Products or Services, directly or indirectly, for purposes of nuclear activities, biological weapons, chemical weapons, missile technology, or other end uses prohibited by the Export Control Laws. Customer shall comply with the Anti-Bribery laws and shall not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Breach of this Clause shall constitute a material breach of an Agreement. This Clause shall survive Agreement termination or expiration.

9. Confidentiality.

9.1 Obligations. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under the Agreement, while using reasonable care to keep it confidential.



9.2 Required Disclosure. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser if allowed by law.

10. Warranties.

10.1 Authority. Each party warrants that it has the right, power and authority necessary to enter into the Agreement.

10.2 Services. During any applicable Licence Term, Google warrants that it will provide the Services in accordance with the SLA.

10.3 Google Content. Google does not warrant Content accuracy.

10.4 Disclaimer. Except as expressly provided for herein, subject to Clause 11.3 and otherwise to the maximum extent permitted by applicable law, no other warranties, conditions or terms of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of satisfactory quality, fitness for a particular purpose or conformance with description apply to the Products or Services or to any other goods or services supplied by Google, its Affiliates, licensors and its or their suppliers under any Agreement. Google, its Affiliates, licensors and its or their suppliers do not warrant that the operation of the Software will be error-free or uninterrupted. The Services are not designed, manufactured, or intended for High Risk Activities.

11. Limitation of Liability.

11.1 Limitation on Indirect Liability. Subject to Clause 11.3, neither party will be liable under any Agreement (whether in contract, tort or otherwise) for lost revenues or indirect, special, incidental or consequential losses suffered or incurred by the other party (whether or not the losses were within the contemplation of the parties at the date of the Agreement).

11.2 Limitation on Amount of Liability. Subject to Clauses 11.1 and 11.3, each party's total aggregate liability under each Agreement (whether in contract, tort or otherwise) is limited to the amount paid by Customer to Google pursuant to the Agreement during the twelve (12) months immediately preceding the event giving rise to liability.

11.3 Exceptions to Limitations. Nothing in any Agreement shall exclude or limit either party's liability for: (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees; (b) fraud or fraudulent misrepresentation; (c) breach of any implied condition as to title or quiet enjoyment; (d) breach of confidentiality obligations; (e) infringement of the other party's Intellectual Property Rights; or (f) payment of the Fees.

12. Indemnification.

12.1 By Google. Subject to Clause 11.2, Google shall indemnify Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of a third party claim that the Products or the technology used to provide the Services infringes any patent, copyright, trade secret or trademark of that third party.

12.2 Exceptions. The obligations set forth in Clause 12.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Products or Services with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Products or Services; (b) modification of the Products, Services or Content, by anyone other than Google or its Affiliates if the third party claim would have been avoided by use of the unmodified Products, Services or Content; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged

infringement; (d) Customer's use of the Products, Services or Content in a manner not in accordance with the Agreement; or (e) use of other than Google's most current release of the Products or Services if the third party claim would have been avoided by use of the most current release.

12.3 By Customer. Subject to Clause 11.2, unless prohibited by applicable law, Customer shall indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of: (a) a third party claim made against Google for infringement of the third party rights listed in Clause 12.1 based on conduct by Customer as described in Clause 12.2; (b) Customer's breach of Clause 8; or (c) Customer's failure to obtain all necessary rights and consents for Customer Data provided to Google (if any).

12.4 Infringement Remedies. If Google reasonably believes the Products or Services infringe a third party's Intellectual Property Rights, then Google shall: (a) procure for Customer the right to continue to use the Products or Services; (b) replace the infringing Products or Services; or (c) modify the infringing Products or Services to avoid the alleged infringement. If Google determines the options in this Clause are not commercially reasonable, Google may terminate the licence for the allegedly infringing Products or Services and shall provide a pro-rata refund of the paid but unearned Fees applicable to the period following the Products or Services termination.

12.5 General. The party seeking indemnification must promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defence, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money shall require that party's prior written consent, which shall not be unreasonably withheld or delayed; and (b) the other party may join in the defence with its own counsel at its own expense. The foregoing states each party's sole and exclusive remedy for third party Intellectual Property Rights infringement under each Agreement.

13. Verification and Audit. At Google's written request, not more than once per calendar year, Customer shall provide Google with a certification signed by a Customer officer verifying the Products or Services are being used in compliance with the Agreement. Furthermore, Google shall have the right, no more than once per calendar year, and upon at least thirty (30) days prior written notice, to appoint a nationally recognised certified public accountant or independent auditor to examine and verify Customer's Agreement compliance. Audits shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Customer shall provide Google with reasonable access to the relevant Customer records and facilities. If an audit reveals that Customer has underpaid fees to Google during the period audited, then Google shall invoice Customer, and Customer shall promptly pay Google, for the underpaid fees based on the higher of the price specified in each Agreement or Google's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the Licence fees paid by Customer for the Products or Services during the preceding six (6) month period, then Customer shall also pay Google's reasonable audit costs.

14. Miscellaneous.

14.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's legal department. The email address for notices being sent to Google's legal department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice shall be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

14.2 Amendment. Any amendment to an Agreement must be in writing, signed by both parties, and expressly state that it amends such Agreement.

14.3 Assignment. Neither party may assign any part of an Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of

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the Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

14.4 Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within thirty (30) days after the change of control; and (b) the other party may immediately terminate the affected Agreement(s) any time between the change of control and thirty (30) days after it receives that written notice.

14.5 Force Majeure. Neither party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Google may (at its sole discretion) suspend the provision of any Services or modify any Services at any time to comply with any applicable law. If any suspension under this Clause continues for more than thirty (30) days, Customer may, at any time until use of the applicable Services is reinstated, terminate the applicable Agreement(s) immediately upon written notice.

14.6 Governing Law. Each Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning such Agreement save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights. If an Agreement is translated into any other language, if there is conflict the English text will take precedence.

14.7 No Agency. No Agreement creates any agency, partnership or joint venture between the parties.

14.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under any Agreement.

14.9 Severability. If any term (or part of a term) of an Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

14.10 No Third Party Rights. No Agreement confers any benefits on any third party unless it expressly states that it does.

14.11 Survival. Those provisions that by their nature should survive termination of an Agreement, shall survive termination of such Agreement. The words "include" and "including" will not limit the generality of any words preceding them.

14.12 Counterparts. The parties may execute an Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together shall constitute one instrument.

14.13 Entire Agreement. Subject to Clauses 1 and 11.3(b), each Agreement supersedes all other agreements between the parties relating to its subject matter. In entering into an Agreement, neither party has relied on nor shall either party have any right or remedy based on any statement, representation or warranty (whether made negligently or incorrectly), except those expressly set out in such Agreement.

15. Definitions.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any

government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organisations, and political parties.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"AUP" means the acceptable use policy for each of the Services available at the URL provided in each Product Addendum.

"Billing Units" means the number of Assets Tracked, End Users, or both, as applicable. Billing Units will be determined by the nature of the Service ordered by Customer.

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under an Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. The specific functionality of the Services and the pricing is Google's Confidential Information.

"Content" means any content provided by Google through the Products and Services (whether created by Google or its third party licensors), and includes, but is not limited to, map and terrain data, photographic imagery, traffic data.

"Customer Data" means data owned or licensed by Customer which Customer loads or which is loaded on Customer's behalf into the Systems including without limitation, data which identifies the location and movements of individual customer assets and Service usage metrics.

"Customer ID" means either an APIs console key or a client identification number, both of which are alphanumeric keys that are uniquely associated with Customer's Google account.

"Documentation" means the Google proprietary documentation in the form generally made available by Google to its customers for use with the Products or Services.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fees" means the fees for the applicable Products, and Services and taxes as set forth in an Ordering Document.

"High Risk Activities" means uses such as the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Intellectual Property Rights" means all current and future copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.



"Legal Notices" mean the legal notices set forth at the following URL: http://www.maps.google.com/help/legalnotices_maps.html (or other URL as Google may provide from time to time).

"Licensed Configuration" means the Billing Unit metrics and domain(s) as specified in an Ordering Document.

"Licence Term" means the period of time during which Customer is authorised to use the Products and Services under each Agreement, as set forth in each Agreement's Ordering Document.

"Ordering Document" means either: (a) an order form agreed by Customer and Google; or (b) a quote issued by Google (together with a Purchase Order or other form of Customer binding acceptance), for the provision of the Products and Services to Customer, on the terms set out in the Agreement. The Ordering Document shall incorporate the applicable Product Addendum and this Master Licence and shall contain: (i) a SKU (including the Licence Term, if applicable); (ii) a description of the Licensed Configuration; (iii) Fees; (iv) the quantity of the Product; and (v) a reference number.

"Products" means the Google products as set forth in each Agreement's Product Addendum. The term "Product" may have a more detailed supplementary definition in each respective Product Addendum.

"Product Addendum" means a document entered into by both parties to the Agreement that incorporates the terms of this Master Licence and describes the specific terms and conditions applicable to that particular addendum's Products or Services.

"Purchase Order" means a Customer-issued purchase order.

"Services" means the Google services as set forth in each Agreement's Product Addendum. The term "Service" may have a more detailed supplementary definition in each respective Product Addendum.

"SLA" means the Google Service Level Agreement, if any, for the Products and Services described in each Agreement's Product Addendum.

"Software" means the Google proprietary application program interface provided by Google to Customer pursuant to an Agreement.

"Systems" means the Google computer, processing, and network systems used to provide the Services to Customer.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Products or Services, including any related penalties or interest.

"Term" means the term of this Master Licence, which shall begin on the Master Licence Effective Date and continue until the earlier of: (i) the expiration or termination of all Agreements; or (ii) this Master Licence is terminated as set forth herein.

"Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: <http://www.google.com/permissions/guidelines.html> (or other URL as may be provided by Google from time to time).

"TSS" means the technical support services provided by Google, in accordance with Google's TSSG, for the applicable Products or Services, and for a mutually agreed (in writing) time period.

"TSSG" means Google's then-current guidelines for Product or Service specific TSS, which may be accessed at the URL set out in each respective Product Addendum (or other URL as may be provided by Google from time to time).

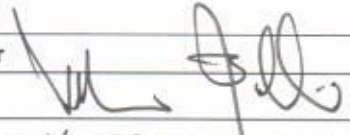
"Updates" is defined in the TSSG.

"URL Terms" are those uniform resource locator addresses as identified by Google in each Product Addendum that refer to Google policies or services descriptions of other Google products.

"Usage Limits" means the limit for Customer's use of the Services, which shall be as listed on the Ordering Document or provided to Customer within the Documentation.

By signing this Master Licence, each party represents and warrants that: (i) it has read and understands this Master Licence and any Ordering Documents and Product Addenda which incorporate the terms of this Master Licence and agrees to be bound by its terms; and (ii) it has full power and authority to accept this Master Licence and any Ordering Documents or Product Addenda.

IN WITNESS WHEREOF, this Master Licence has been executed by persons duly authorised as of the Master Licence Effective Date.

| | |
|-------------------------------|--|
| Google Ireland Limited | Customer |
| By: | By:  |
| Print Name: | Print Name: VALERIANO BELESCHI |
| Title: | Title: CIO |
| Date: | Date: 19/11/2013 |

| |
|-------------------------------------|
| HT Srl |
| SEDE LEGALE E OPERATIVA: |
| VIA MOSCOVA, 13 - MILANO |
| PH. 02 29060 603 - FAX 02 63118 946 |
| P. IVA/C.F. 03924730967 |



PRODUCT ADDENDUM ORDER FORM
Google Ireland Limited
 Gordon House, Barrow Street, Dublin 4, Ireland
 Tel: +353 1 436 1000
 Fax: 353 1 436 1001

CUSTOMER TO COMPLETE THIS SECTION

| | | | |
|--|--|--|--|
| CUSTOMER (Enter Customer's Full Legal Name): | | HT srl | |
| Corporate Contact Information: | | Technical Contact Information: (if different from corporate contact) | |
| Attention: | Giancarlo Russo | Alberto Ormaghi | |
| Position: | COO | Software Architect | |
| Address, City, Country, Postal Code, Country: | Via della Moscova 13, 20121 Milano, Italy | Via della Moscova 13, 20121 Milano, Italy | |
| Phone: | +39.02.29060603 | +39.02.29060603 | |
| Fax: | +39.02.63118946 | +39.02.63118946 | |
| Email: | g.russo@hackingteam.com | a.ornaghi@hackingteam.com | |
| Gaia Account: | [russo.giancarlo@gmail.com] | OEM Description: [Remote Control System] | |
| Account Manager: [Andrea Aymenich] | Domain(s): [www.hackingteam.com] | Master Licence Effective Date: [] | |
| Product(s) Ordered (check ALL that apply): | <input type="checkbox"/> Google Maps Engine <input type="checkbox"/> Google Maps Engine Addendum Effective Date: [] <input type="checkbox"/> Google Tracks API <input type="checkbox"/> Google Maps API Addendum Effective Date: [] | <input type="checkbox"/> Google Maps Coordinate Coordinate Addendum Effective Date: [] <input checked="" type="checkbox"/> Google Maps API Maps API Addendum Effective Date: [] | |

| SKU (SKU Description) | Order Type | Quantity | Volume | Licence Term | Billing Unit | Overage Cost (per 1,000 Sessions or Queries) | Fees Per Unit | Billing Frequency | Fees due per SKU (excluding applicable taxes) |
|---|------------|----------|---------|--------------|--------------|--|---------------|-------------------|---|
| GGB-125K-OEM | Renewal | 1 | 125,000 | 1 Year | Queries | 552 Euro | 13,800 EURO | Annually | 13,800 EURO |
| | | | | | | | | Annually | |
| | | | | | | | | Annually | |
| | | | | | | | | Annually | |
| | | | | | | | | Annually | |
| Total Fees Due (excluding applicable taxes): | | | | | | | | | 13,800 EURO |


Order Form Terms and Conditions

For the purpose of this Order Form, the term "Product Addendum" shall refer to the Product Addendum for the particular Product(s) or Service(s) referenced in such Product Addendum as incorporated into the Google Enterprise Maps and Earth Master Licence referenced in the above table and the term "Product Addenda" shall be construed accordingly.

This Order Form is subject to and incorporates by reference the terms and conditions of the Product Addendum or Product Addenda entered into between Google and Customer on each Product Addendum Effective Date stated in the above table. All capitalised terms used herein have the meanings stated in the Product Addendum or Product Addenda, unless stated otherwise. If there is any conflict between this Order Form and the Product Addendum or Product Addenda then this Order Form shall take precedence in relation to each of the Products or Services to be supplied under this Order Form.

IN WITNESS WHEREOF, this Order Form has been executed by the parties as of

Google Ireland Limited

By: _____
Customer: HT Srl 
By: _____
Print Name: VALERIANO BENSCHI
Title: CIO
Date: 19/4/2013

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|-------------------------------------|
| HT Srl |
| SEDE LEGALE E OPERATIVA: |
| VIA MOSCOVA, 13 - MILANO |
| PH. 02 29080 603 - FAX 02 63118 946 |
| P. IVA/C.F. 03924730967 |

**PRODUCT ADDENDUM:
Google Maps API for Business Terms of Service**

1. Agreement Integration. This Product Addendum for the Google Maps API for Business Terms of Service (the "**Maps API Addendum**") provides for the licensing of the Google Product known as Google Maps API for Business and its related Service.

This Maps API Addendum shall be effective on and from the date signed by Google below ("**Maps API Addendum Effective Date**") and is incorporated into the Master Licence executed by Google and Customer on .

Capitalised terms used but not defined in this Maps API Addendum shall have the meaning ascribed to them in the Master Licence.

2. Service.

2.1 Generally. Subject to Customer's compliance with the Agreement, and in consideration of Customer's payment of all due and payable Fees, Google shall provide the Service to Customer during the Licence Term. Customer shall not use the Service in the Prohibited Territory.

2.2 Licences from Google to Customer. Subject to Customer's compliance with the Agreement, and in consideration of Customer's payment of all due and payable Fees, Google grants to Customer and Customer shall comply with a non-sublicensable, non-transferable, non-exclusive, terminable licence to (in respect of the Customer Implementation only): (a) use the Service to display the Content and, if Customer orders a SKU with Asset Tracking functionality, Track Assets; and (b) access, use, perform and display the Content during the Licence Term.

3. Customer Data. By submitting Customer Data to Google through the Services, Customer grants to Google a sublicensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data for the sole purpose of processing Customer queries in order to provide the Service to Customer under the Agreement.

4. Customer Restrictions.

4.1 Licence Restrictions. Unless Google specifically agrees in advance and in writing or through the Documentation, Customer shall not:

- a. hide or mask from Google the Customer Implementation, including by failing to follow the identification conventions listed in the Documentation;
- b. use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of Customer's products that it sells to third parties;
- c. attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
- d. in respect of the Google Places API only, modify, reorder, augment or manipulate search results in any way unless Customer has indicated to the End User that this has occurred;
- e. use the Service or Content with any products, systems, or applications for or in connection with any of the following: (i) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronised to the position of a user's sensor-enabled device; or (ii) any systems or functions for automatic or autonomous control of vehicle behaviour;



- f. in respect of the Google Places API only, display business listings-related Content in any Customer Implementation that has the primary purpose of making available business, residential address, or telephone directory listings;
- g. print more than five thousand copies of sales collateral materials containing a screenshot of the Content for purposes of commercial sales lead generation or incorporate the Content as a core part of printed matter (such as printed maps or guide books) that is redistributed for a fee;
- h. use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
- i. use the Service outside the Licenced Configuration specified in the applicable Ordering Document or Usage Limits specified in the Documentation;
- j. use or display the Content on or in conjunction with a non-Google map (by way of example, geocodes obtained through the Service may not be used or displayed except with a Google Map), unless explicitly permitted to do so in the Documentation or through written permission from Google;
- k. use the Service in any country where Google is restricted from providing the Service, as Google reserves the right to terminate this Maps API Addendum in respect of that particular country on written notice;
- l. in respect of APIs that identify specific End User location information ("EUL APIs"), and any contradictory Agreement terms notwithstanding, Customer shall not obtain or cache an End User location without the End User's prior consent. Customer shall notify End User in advance: (i) of the End User data Customer intends to collect and; (ii) if Customer intends to use EUL APIs with any other data provider's data. End User's consent to data collection under this Clause must be revocable at any time. Customer further agrees not to provide any personally identifiable information or device identifiers along with Customer Data. Customer agrees that if Customer intends to use an API which permits geolocation with any other data provider's data, Customer shall disclose this fact to End-Users;
- m. offer the Service, or any Customer products, services, or solutions based upon the Service, on a subscription basis to third-parties;
- n. use or provide any part of the Service or Content in an API that Customer offers to others; or
- o. create a Customer Implementation that re-implements or duplicates the Service (i.e. the Customer Implementation must provide substantial additional features or content beyond the Service and those additional features or content must constitute the primary defining characteristic of the Customer Implementation).

4.2 Customer ID Restrictions. Customer IDs are required, must be used according to the Documentation, and will be forwarded to Customer electronically. Google may elect not to respond to requests with an invalid Customer ID. Customer's failure to use a Customer ID shall prevent access to the Service and nullify Google's obligations under this Maps API Addendum.

4.3 Development Kit Restrictions. Customer shall only use Development Kits for development or educational purposes, or both and shall not use Development Kits in a production environment.

4.4 Cache Restrictions. Customer may not pre-fetch, retrieve, cache, index, or store any Content, or portion of the Service with the exception being Customer may store limited amounts of Content solely to improve the performance of the Customer Implementation due to network latency, and only if Customer does so temporarily, securely, and in a manner that: (a) does not permit use of the Content outside of the Service; (b) is session-based only (once the browser is closed, any additional storage is prohibited); (c) does not manipulate or aggregate any Content or portion of the Service; (d) does not prevent Google from accurately tracking Billing Units; and (e) does not modify or adjust attribution in any way.

5. Customer Obligations.

5.1 Display of Advertising. Customer may configure the Service to either display or not display advertisements served by Google through the Service to End Users in its sole discretion. Such advertisements shall be enabled as provided in the Documentation.

5.2 Customer Domains. The Customer must own the Domain(s) listed on the Ordering Document. Customer may add additional domains via the System. Prior to providing the Service, Google may verify that Customer owns or controls the Domain(s). If Customer does not own or control the Domain(s), then Google shall have no obligation to provide the Service to Customer.

5.3 Compliance with Other Policies.

a. Compliance. Customer (i) agrees to comply with, and (ii) is responsible for End Users' compliance with, the Maps Terms, the Legal Notices, and the AUP.

b. Privacy. Customer shall protect the privacy rights of its End Users and shall obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use or disclosure of any data submitted through the Customer Implementation and Google providing Customer with the ability to do so (for example, Customer may not store an End User's location without consent); and (ii) Google to provide the Service to Customer.

c. Deprecation. Google's Service deprecation terms are available at <http://www.google.com/enterprise/earthmaps/legal/us/deprecation.html> (or other URL as may be provided by Google from time to time).

6. Ordering and Reporting.

6.1 Additional Ordering. The Fees will be based on the applicable Billing Unit and SKU ordered by Customer. In order to use certain APIs provided as part of the Service, Customer may be required to purchase additional SKUs. If Customer orders a SKU for a Service that includes Asset Tracking, the Ordering Document shall indicate: (a) whether this Asset Tracking is Tier 1 or Tier 2; and (b) the countries where Customer may use the Service. Google may, if Customer is not in breach of the Agreement at the time of the request, provide Customer an opportunity to purchase higher Usage Limits. For any internal-only Customer Implementation (for the avoidance of doubt, any Customer Implementation behind a firewall), Customer is required to purchase the SKU which corresponds to internal Billing Units.

6.2 Overages.

a. Page Views. If the Billing Unit is Page Views, Google shall notify Customer before the Usage Limit indicated on the Ordering Document has been exceeded. If Customer exceeds its Usage Limit of Page Views during the Licence Term, Customer shall be charged Overages following written notice (which may be via email) by Google that Customer has exceeded its Page View usage. If, after thirty (30) days Customer continues to exceed its Page View Usage Limit, the Service may cease functioning.

b. Other Billing Units. For all other Billing Units, Customer must notify Google of any Overages within thirty (30) days of the day the Overage occurred. If there is an Overage, Google shall invoice Customer, and Customer shall pay for the Overage at the Overage rates indicated in the Ordering Document. Overage payments do not extend the Licence Term.

6.3 Reporting. Customer shall promptly report to Google in writing if, after the Maps API Addendum Effective Date, any of the following changes occur: (a) the Customer Implementation enables a device to detect its own location through use of a sensor in order to display the location of the device on a map or to calculate a route; (b) if Customer has previously ordered a SKU where the Billing Unit is either Assets



or End Users and there is an increase in the number of Assets Tracked per country per month or in the number of End Users; or (c) if Customer utilizes an API identified as part of the Service as "upgradeable." Customer may be charged additional fees for any usage pursuant to this Clause 6.3.

7. Integrator Rights and Obligations. If Customer purchases an "OEM" SKU, then the following additional terms shall apply to such use. Customer is hereby referred to as the "**Integrator**" for purposes of this Clause 7 only.

7.1 Integrator Licence. Subject to the Agreement, as supplemented and amended by this Clause 7, Google grants to Integrator, and Integrator agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, terminable licence to integrate the Service into the Integrated Solution. The licences granted under this Clause 7 do not reduce the scope of the licence granted to Integrator under Clause 2.

7.2 Resell Licence. Subject to the Agreement, as supplemented and amended by this Clause 7 and despite Clause 4.1, Google grants to Integrator and Integrator agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable licence to resell the Service as integrated into the Integrated Solution to its customers. Integrator shall remain responsible for the compliance with the Maps Terms, Legal Notices and the AUP by its customers and their respective end users.

7.3 Licence Restrictions. Other than as permitted by this Clause 7, Integrator shall not: (a) resell or otherwise distribute the Service separately from the Integrated Solution; (b) integrate or bundle the Service with any other product besides the Integrated Solution; (c) provide the licence key to any of its customers; (d) distribute or market the Integrated Solution in the Prohibited Territory; or (e) unless Integrator obtains Google's advanced written consent to do so: (i) use or provide any part of the Service or Content in an API that Integrator offers to others; or (ii) create an Integrated Solution that re-implements or duplicates the Service. In no event, shall Integrator create an Integrated Solution which utilizes a non-Google map. Unless Google otherwise agrees in advance in writing, the Integrated Solution must provide substantial additional features or content beyond the Service, and those additional features or content must constitute the primary defining characteristic of the Integrated Solution.

7.4 Design and Marketing.

a. **Design.** Integrator shall respond to a Google Questionnaire for each new Integrated Solution at least sixty (60) days prior to its public launch. Integrator shall respond to Google's reasonable requests for additional information, including the appointment of a single technical contact. Google reserves the right to require reasonable modification requests post-launch should the Integrated Solution not comply with the Agreement.

b. **Marketing Plan.** Integrator shall not engage in any marketing or promotional activities involving the Service without Google's prior written consent. Integrator shall respond to all of Google's reasonable requests for information in respect of how Google Brand Features will be used in the Integrated Solution.

7.5 Technical Support Services. Integrator shall be responsible for providing all technical support services to its Integrated Solution customers.

7.6 Additional Indemnification. In addition to the indemnification set forth in the Master Licence, Integrator shall indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of: (a) a third party claim that the Integrated Solution infringes or misappropriates any patent, copyright, trade secret, or trademark of a third party, except to the extent this infringement is caused solely by the Service; (b) use of the Integrated Solution by any of Integrator's customers, except to the extent this infringement is caused solely by the Service; or (c) a third party claim alleging facts that would constitute a breach by Integrator of its obligations under this Clause 7.6. Clause 12.5 (Indemnification - General) of the Master Licence shall apply to this Clause 7.6 in the same manner as it applies to the indemnities in Clauses 12.1 (Indemnification - By Google) and 12.3 (Indemnification - By Customer) of the Master Licence.

7.7 Additional Termination. Google, in its sole and reasonable discretion, may require Integrator to cease distributing or selling the Integrated Solution on thirty (30) days written notice if the Integrated Solution is alleged to infringe the Intellectual Property Rights of a third party.

7.8 No Assignment. Integrator is prohibited from assigning its rights under this Clause 7 to any third party.

8. Maps API Addendum Term and Termination.

8.1 Maps API Addendum Term. Subject to Customer's payment of all due and payable Fees and compliance with the Agreement's terms, this Maps API Addendum shall remain in effect for the Maps API Addendum Term.

8.2 Renewal Licence Term. Notwithstanding Clause 5.1 of the Master Licence, each Agreement's Licence Term shall automatically renew for consecutive twelve (12) month renewal terms. If a party does not want the Licence Term to automatically renew, then it must provide the other party a written termination notice at least fifteen (15) days prior to the then-current Licence Term's expiration date. A party's timely non-renewal notice will be effective upon the then-current Licence Term's expiration. For the avoidance of doubt, at the end of each Licence Term, any unused Billing Units (including any upgrades) shall automatically expire and shall not carry over into the next Licence Term (if any).

8.3 Additional Conditions. All other terms relating to the Maps API Addendum Term and termination of the Agreement are set forth in the Master Licence.

9. Definitions.

"**Assets**" means those assets actively Tracked by Customer, such as personnel, vehicles or other physical assets.

"**AUP**" as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the acceptable use policy for the Service available at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html (or other URL as may be provided by Google from time to time).

"**Billing Units**" means the number of Page Views, Assets Tracked, queries or End Users, or all four, as applicable. Billing Units will be determined by the nature of the Service ordered by Customer.

"**Customer Implementation**" means an internal or external software application or website that incorporates the Service in order to obtain and display Content in conjunction with Customer Data.

"**Customer Data**" means, for the purposes of this Maps API Addendum, a search term (e.g. latitude/longitude or an IP address) entered into the Systems by Customer which facilitates Google's return of search results via the Service.

"**Development Kit**" means an identification key provided by Google which gives Customer access to the developmental and technical support features of the Service.

"**Documentation**" as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the Google proprietary documentation in the form generally made available by Google to its customers for use with the Service and set forth at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_documentation.html (or other URL as may be provided by Google from time to time).

"**End User**" means an individual human end user of the Customer Implementation.



"**Google Questionnaire**" means questions listed at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_design_questionnaire.html (or other URL as may be provided by Google from time to time).

"**Integrated Solution**" means the Integrator solution consisting of software owned by the Integrator which: (a) is sold as a commercial product; (b) integrates the Customer Implementation; (c) has material value independent from the Service; and (d) is listed on the Ordering Document.

"**Licensed Configuration**" means the Billing Unit metrics and Customer Domain(s) as specified in an Ordering Document.

"**Maps API Addendum Term**" means the term of this Maps API Addendum, which shall begin on the Maps API Addendum Effective Date and continue until the earlier of: (i) the expiration or termination of the last Licence Term; or (ii) this Maps API Addendum is terminated as set forth in the Master Licence.

"**Maps Terms**" mean the terms for Google Maps set forth at the following URL: http://maps.google.com/help/terms_maps.html (or other URL as may be provided by Google from time to time).

"**Overage**" means when Customer's use of the Service exceeds the applicable Licensed Configuration.

"**Page View**" means: (a) a single load of the script from the Javascript API or Maps API for Flash by the End User's browser; or (b) a query to any of the included or upgradable APIs. Page Views may be for internal use or external use.

"**Prohibited Territory**" means the countries listed at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_prohibited_territory.html (or other URL as may be provided by Google from time to time).

"**Routing**" means one or more textual, audible, or visual routing directions between a single origin and one or more destinations, and the travel time or distance, or both, for the entire, or any portion of, the route.

"**Service**" means the Google Maps API for Business service and the APIs described here: http://www.google.com/enterprise/earthmaps/legal/us/maps_included_APIs.html (or other URL as may be provided by Google from time to time).

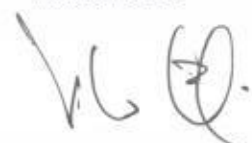
"**SLA**" as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the Google Maps API for Business Service Level Agreement available at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_sla.html (or other URL as may be provided by Google from time to time).

"**Tier 1 Asset Tracking Applications**" or "**Tier 1**" means any application in which a Customer uses the Product to Track Assets, with Routing allowed.

"**Tier 2 Asset Tracking Applications**" or "**Tier 2**" means any application in which a Customer uses the Product to Track Assets, with Routing prohibited.

"**Track**" means the use of an application to locate a moving physical asset on a map based on current latitude/longitude coordinates, which are provided to the application via a personal sensor.

"**TSSG**" as referenced in the Master Licence means, for the purposes of this Maps API Addendum, Google's then-current Technical Support Services Guidelines for this Addendum, which may be accessed

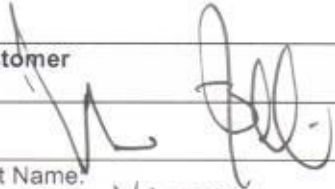


at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_tssg.html (or other URL as may be provided by Google from time to time).

"URL Terms" as referenced in the Master Licence means, for the purposes of this Maps API Addendum the following URL terms: AUP, Legal Notices, Maps Terms, SLA, and TSSG.

"Usage Limit" means the limit for Customer's use of the Service, which shall be as listed on the Ordering Document or provided to Customer within the Documentation.

IN WITNESS WHEREOF, this Maps API Addendum has been executed by persons duly authorised as of the Maps API Addendum Effective Date.

| | |
|------------------------|--|
| Google Ireland Limited | Customer |
| By: | By:  |
| Print Name: | Print Name: VALERIANO ROSSI |
| Title: | Title: CIO |
| Date: | Date: 19/11/13 |

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