

# END USER LICENSE AGREEMENT (EULA)

## GEST-GUEST

### Whereas that

**(a).** - Glocal Value S.r.l., (Glocal Value below) headquartered in Italy is a Company that is operate in IT market, in particular, with regard to this EULA, developing and improving a software solution called Gest-Guest, that lets to managing and monitoring the entry and exit movements for guests and employees from company structures.

**(b).** - The parties to this Agreement are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party. Compliance with Laws

**(c).** -In the case of a Production License, there is no a self-installing package so it will be accepted in conjunction with the release of the license itself

**(d).** - In the case of an Evaluation License, there is no a self-installing package so it will be accepted in conjunction with the release of the license itself

**(e).** - Evaluation License: (1) terminates automatically after 30 days from the Effective Date, unless extended by agreement with Glocal Value; (2) will be terminated if the Agreement terminates in accordance with clause 2.4..

**(f).** - For the purposes of these terms and conditions:

**(f.a).** - **Affiliate** means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, an entity.

**(f.b).** - **Agreement** means the terms and conditions in this End User License Agreement and the Support Policies.

**(f.c).** - **Platform** means servers, workstations, personal computers, tablets, and mobile devices that are owned, leased or controlled by You or Your Affiliates on which the Software is designed to be used.

**(f.d).** - **Confidential Information** means any non-trivial non-public information however recorded, preserved, disclosed or communicated (whether directly, indirectly, orally or by writing), disclosed by either party in connection with this Agreement that is or, ought to have been, understood by the Parties, using reasonable business judgment, to be confidential. The Software and related documentation, License Keys and this Agreement, including the terms, pricing and Fees payable, are agreed to be the Confidential Information of Glocal Value.

**(f.e).** - **Discloser** means the party that makes a disclosure of Confidential Information.

**(f.f).** - **Effective Date means:** (1) for an Evaluation License, the first date of installation of the Software on any of Your Authorized Platforms; or (2) for a Production License, there is no a self-installing package so it will be accepted in conjunction with the release of the license itself

**(f.g).** - **Evaluation License** means the right to use the Software in accordance with clause 2.4.

**(f.h).** - **License Key** means any form of license file, lock, password or other mechanism that may be used to control access to, or manage use of, the Software.

**(f.i).** - **Software Maintenance** means the services described in clause 4.

**(f.l)** **Production License** means the right to use the Software in accordance with clause 2.7.

**(f.m).** - **Recipient** means the party that receives a disclosure of Confidential Information.

**(f.n).** - **Software** means the object code version of Gest-Guest 's software program made available to You, and any Updates and Upgrades that may be made available to You by Glocal Value in its discretion, under this Agreement.

**(f.o).** - **Update** means any bug fixes, patches or workarounds for the Software that have been produced primarily to overcome defects in the Software without significantly altering the functionality of the Software.

**(f.p).** - **Upgrade** means a version of the Software that has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancements (whether or not defects are also corrected). Upgrades do not include any software that is marketed by Glocal Value as a different product. Glocal Value shall determine in its discretion whether any software is an Upgrade or a different product.

**(f.q).** - **You** (and Your) refer to the other party to this Agreement, being the entity that is the licensee of the Software.

**(f.r).** - **Website** means Gest-Guest 's website <https://www.glocalvalue.it/it/soluzioni-proprietarie/gest-guest/>

The parties agree and stipulate as follows

**- 1. -**

**Above premises definitions, annexes,  
on line terms and translations.**

**(1.1).** - The above statements on letter a). to f) together with the annexes mentioned are an integral and essential part of these terms and conditions.

**(1.2).** - Attachments and other referenced documents mentioned in these terms and conditions, specific information on the resources available may be released electronically, including on-line, within the Gest-Guest web site. Prior to using any of the available Software, Customer, by using this software, affirms that has read and understood all electronically-presented Attachments that are part of this terms and conditions, and other mentioned documents.

**(1.3).** - The Gest-Guest's Web site, instructions regarding user's use of the Software, including other specific information related to the Software, may be delivered in Italian only and may not be available in user's local language. User represents that User understands terms written in Italian, User also agrees that user's acceptance of this Agreement, including Attachments, or other related documents implies the recognition of their validity and binding, and agrees that Italian is a suitable language to validly conclude these terms and conditions.

**- (2). -**

**Licensing**

**(2.1).** - This End User License Agreement is between GLOCAL VALUE S.R.L. (Glocal Value) and: (a) if there has been no charge for the license (an Evaluation License), the company or other entity that installed the Software for the purpose of the evaluation; or (b) if there has been a charge for the license (a Production License), the company or other entity that applied for the Production License.

**(2.2).** - By using the Software You accept this Agreement as from the Effective Date, and acknowledge that You are bound by the terms and conditions of the Agreement and you also declare to comply with all laws which are relevant to You performing Your obligations under this Agreement.

**(2.3).** - Glocal Value will make the Software available electronically. If You specifically request, Glocal Value will ship to You a physical copy of media with the software loaded on it, at additional cost. You are responsible for copying and installing the Software on the Authorized Platforms. You must follow any instructions provided by Glocal Value when installing the Software. All Software is deemed to be accepted by You upon successful installation on the first Authorized Platform.

**(2.4).** - From the Effective Date until the license is terminated in accordance with this Agreement, Glocal Value grants You a non-exclusive, non-transferable, limited use license solely to install and run the Software on one or more computers that are Authorized Platforms for You and your Affiliates to evaluate the Software to determine whether to acquire a Production License.

**(2.5).** - Glocal Value does not provide Software Maintenance services for Evaluation Licenses, but may, in its discretion, provide assistance, advice and error correction services to support Your evaluation of the Software.

**(2.6).** - You may upgrade an Evaluation License to a Production License. You may also order Software Maintenance services at the same time. The Production License and any Software Maintenance service will be provided on the terms and conditions of this Agreement. In the case of a Production License, Glocal Value will provide You with a License Key to enable You to use the Software.

**(2.7)** - Glocal Value grants You a non-exclusive, non-transferable, indivisible, limited use license solely to install and run the Software on one or more computers that are the Authorized Platforms, for use by You or Your Affiliates from the Effective Date until the license is terminated in accordance with this Agreement.

**(2.8).** - Where You ordered Software Maintenance services Glocal Value will provide the Software Maintenance services from the Effective Date in accordance with clause 4.

**(2.9)** - If You wish to add more Software programs, or other license usage or extended Your Software Maintenance service and such items are available from Glocal Value at the time, Any such items will be provided on the terms and conditions of this Agreement.

**(2.9.1).** - In case you have already used the Software Maintenance services, and then You decide not to more renew the Software Maintenance Services, for a certain period of time, if and when you will renew again the Software Maintenance Services, you will have to renew the Software Maintenance Services, since the last expiration date.

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### **Unfair Use**

**(3.1).** - Nothing in this Agreement permits You to: (a). - disclose the Software or any online or hard copy documentation related to the Software to any third party (other than an Affiliate); (b). - adapt, translate, publish, communicate to the public, or create any derivative work or translation of the Software, unless expressly permitted by law; (c). - sub-license, lease, rent, loan, assign, novate or otherwise transfer the Software to any third party; (d). - reverse engineer, reverse compile, de-compile or disassemble the object code of the Software or any part of the Software (or other underlying data), or otherwise attempt to derive the source code of the Software, except to the extent the permitted by law; (e). - use any part of the Software other than as an integrated part of the overall Software program; (f). - remove, alter or obscure any Glocal Value or Gest-Guest Marks, or any proprietary or restricted use notice on the Software; (g). - allow the Software to become the subject of any charge, lien, encumbrance or security interest; or (h). - deal in any other manner with any or all of Your rights and obligations under this Agreement.

**(3.2).** - You acknowledge and agree that the License Key may prevent, hinder or reduce availability of features where You are using the Software in excess of the usage rights that You have agreed to pay for.

**(3.3).** - During the period of this Agreement and for 2 years thereafter, You must permit Glocal Value, or its nominee, to inspect and have access to the Software, the usage logs in the Software and to any records kept in connection with this Agreement, for the purposes of ensuring that You (and Your Affiliates) are complying with the terms of this Agreement. If Glocal Value requires access to Your offices (or those of Your Affiliates) in order to access the Software or the relevant records then: (a) Glocal Value must provide reasonable advance notice to You; (b) any access must be during business hours or other times agreed by You; (c) Glocal Value must use reasonable endeavors to minimize any disruption to Your business; and (d) if Glocal Value uses a nominee to conduct the inspection, such nominee must not be a competitor to You and must sign a non-disclosure agreement with Glocal Value that protects any information found during the inspection on terms that are no less protective than those terms that are included in clause 6 of this Agreement.

### **Software Maintenance**

- (4.1).** - This clause 4 applies during the period when You have acquired Software Maintenance services for a Production License.
- (4.2).** - If and when Glocal Value makes an Update or Upgrade generally available to customers with Software Maintenance services for the Software, the Update or Upgrade will be made available to You at no additional charge. You must, at your own cost, download and install the Update or Upgrade within a reasonable period.
- (4.3).** - If You (or any of Your employees or employees of any of Your Affiliates) believe that there is a defect in the Software those employees should report it to Your internal support desk personnel, and Your internal support desk personnel should report it to Glocal Value's support email address 24/7 or call Glocal Value's support helpline during business hours. You must ensure that Your internal support desk personnel are technical competent and trained in the use of Software. They must use reasonable efforts to resolve the issue prior to contacting Glocal Value for assistance.
- (4.4).** - Glocal Value will use its best efforts to provide a remedy or a workaround for any defect in the Software that is reported to its support helpline in a timeframe that is reasonable given the nature of the issue and the impact on Your business operations.
- (4.5).** - Glocal Value shall have no obligation to provide Software Maintenance services: **(a).** - in respect of any Software which has not had any Update or Upgrade installed prior to the date that Glocal Value has notified its customers generally that is the "end of life" date for that version. Glocal Value shall provide its customers with at least 90 days notice, including by posting notice on the Website, of an "end of life" date for that particular version; **(b).** - to any adaptations, translations or derivative works made to the Software; or **(c).** - for any Evaluation License.
- (4.6).** - Glocal Value shall have no obligation to provide Software Maintenance services where faults arise from: **(a).** - misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Glocal Value), including failure or fluctuation of electrical power; **(b).** - failure to maintain the necessary environmental conditions for use of the Software; **(c).** - use of the Software in combination with any equipment or software other than Authorized Platforms; **(d).** - any breach of Your obligations under this Agreement; **(e).** -having the Software maintained by a third party; or **(f).** - user error.
- (4.7).** - If it is necessary for Glocal Value to attend Your (or Your Affiliates') premises to provide Software Maintenance services, or Glocal Value determines that the work it performed in relation to a logged issue was caused by any of the items in clause 4.6, then You must pay for such work at Glocal Value's then current Fees and charges as well as any expenses (and travel time) incurred by Glocal Value in performing such work.

### **Trademarks and Intellectual Property rights.**

- (5.1).** - You acknowledge and agree that Glocal Value is the owner and/or licensee of the Gest-Guest Marks. You do not acquire any right to use, or interest in, any of the Glocal Value Marks. You must not at any time or in any way assert any ownership of, or any right in, the Glocal Vale Marks and You must not contest the right of Glocal Value or any Glocal Value Affiliate or any of their licensors to the use of any of the Glocal Value Marks.
- (5.2).** - Glocal Value will not use Your (or those of Your Affiliates) trademarks, logos or branding without your prior written consent. You give us consent to incorporate any trademark, logo or branding that You provide us into the Software in order to take advantage of the Software features that allow the use of customers' branding. Glocal Value may disclose the fact that You (and Your Affiliates) are customers and the nature of Your (and Your Affiliates') use of the Software to third parties in private conversations and documentation, but Glocal Value will not use Your name (or the names of Your Affiliates) in Glocal Value's general marketing materials or websites etc without Your prior written consent.

**(5.3).** - All Intellectual Property Rights that are created by any person that are adaptations, translations and derivative works in the Software or related documentation, are and shall remain the exclusive property of Glocal Value (and its licensors, if any) or shall vest in or be transferred to Glocal Value immediately upon creation, as the case may be.

**(5.4).** - Except for the rights expressly granted by Glocal Value to You under this Agreement: (a). - Glocal Value and its licensors, if any, reserve all right, title and interest in and to the Software or related documentation and all Intellectual Property Rights in them; (b). - no right, title or ownership interest in or to the Software or related documentation whether by implication, estoppel or otherwise, is granted, assigned or transferred to You under or in connection with this Agreement.

**(5.5).** - You must not make any unauthorized copies of the whole or part of the Software or related documentation. You acknowledge and agree that the unauthorized disclosure, use or copying of the Software or related documentation may cause Glocal Value serious financial loss that may not be adequately compensated by monetary damages. Accordingly, in the event of any unauthorized disclosure, use or copying of the Software or related documentation, You agree that Glocal value shall have the right to seek injunctive relief to stop such unauthorized disclosure, use or copying.

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### **Confidential Information and Privacy Laws**

**(6.1).** -The Recipient must not use any of the Discloser's Confidential Information except in connection with the performance of its obligations specified in this Agreement.

**(6.2).** - The Recipient must not disclose the Discloser's Confidential Information to any third party without obtaining the Discloser's prior written consent, provided that the Recipient may disclose the Discloser's Confidential Information to: (a). - its employees, agents and contractors, and those of any of its Affiliates, who have entered into a written agreement with the Recipient that is no less protective of the Discloser's Confidential Information than this Agreement provided those persons have a need to know such information for the purposes of this Agreement; (b). - to its lawyers, bankers, auditors, accountants and insurers, who have a need to know the information in order to provide professional advice to the Discloser relating to this Agreement.

**(6.3).** - You must ensure that each person who is issued with a License Key does not disclose their License Key to any other person.

**(6.4).** - The Recipient must use, and must ensure that any person to whom it is permitted by this Agreement to disclose the Discloser's Confidential Information to uses, the same measures to protect the Discloser's Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable measures.

**(6.5).** - The restrictions in this clause 6 shall not apply to information that: (a) is independently developed by the Recipient without any access to the Confidential Information of the Discloser; (b) becomes known to the Recipient without restriction, from a third party who, to the Recipient's knowledge, was not bound by a confidentiality agreement with the Discloser, or otherwise prohibited from disclosing the information to the Recipient, or had the right to disclose it; (c) was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser; (d) was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser, and that was not subject to a confidentiality obligation; (e) is or becomes in the public domain through no act or omission of the Recipient; (f) the parties agree in writing is not confidential or may be disclosed; or (g) is required to be disclosed under an order or requirement of a court, administrative agency, or other governmental body (but only to the minimum extent required to comply), provided however, that Recipient shall provide prompt notice to Discloser of any potential disclosure and shall use its reasonable efforts to prevent disclosure of such information.

**(6.6).** - The parties must: (a) comply with the requirements of the any privacy law in the country in which the party is located and in any country to which the personal information is to be sent; and (b) only use, manipulate, store and handle personal information for the purposes of meeting its obligations under this Agreement.

**(6.7).** - You warrant that: (a). - You have obtained the informed consent from each individual about whom Glocal Value will obtain personal information from You as a result of this Agreement; and (b) Glocal Value, its Representatives and their permitted successors, assignees and sublicensees may use that individual's personal information in any manner that may be reasonably contemplated by this Agreement.

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### **Limitation of Liability**

**(7.1).** - Except as set out in this Agreement, to the extent permitted by law, and subject to clause 7.2, Glocal Value's total, cumulative liability to You (and Your Affiliates) for any claim whether it be for breach of contract (including under an indemnity), in tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Software, the Software Maintenance service, this Agreement or the relationship between the parties, shall be limited to: (a) where the claim arises in connection with the Software, the total of all Fees paid by You for the Production License; or (b) where the claim arises in connection with the Software Maintenance, the total of all Fees paid by You for the Software Maintenance during the Software Maintenance year in which the claim first arose; or (c) for any other claim, EURO 10,00,

**(7.2).** - To the extent permitted by law, Glocal Value will not be liable for any loss, damage or expense which is indirect, consequential, special or exemplary damages, nor for any lost profits, lost revenue, lost data or business interruption, even if Glocal Value has been advised of, knows of, or should have known of the possibility of such loss, damage or expense.

**(7.3).** - You acknowledge and agree that owing to the nature of the Software, Glocal Value does not represent or warrant that: (a) access to the Software will be continuously available; or (b) the Software will be error free.

**(7.4).** - To the extent permitted by law: (a). - Glocal Value excludes any warranty or guarantee not expressly stated in this Agreement, whether express, implied or statutory, including any guarantees or warranties of acceptability and fitness for a particular purpose; (b). - this Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous agreements, arrangements, understandings and communications, whether written or oral.

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### **Indemnification**

**(8.1).** - In addition to any rights You may have at law, Glocal Value undertakes at its own expense to indemnify and defend You or, at Glocal Value's option, settle any claim or action brought against You alleging that the use or possession of the Software in accordance with this Agreement infringes any Intellectual Property Right enforceable in the United States, Canada, any country in the EU, Switzerland, Australia, New Zealand, Hong Kong, Singapore and Japan (an "Infringement Claim") and shall be responsible for any losses, damages, expenses or costs (including reasonable legal fees) incurred by, or awarded against You as the result of, or in connection with, any such Infringement Claim, provided that: (a) You promptly notify Glocal Value of the Infringement Claim in writing, specifying the nature of the claim in reasonable detail and providing access to, and copies of, documents, software any other material, that are relevant to the Infringement Claim, as well as providing prompt access to any Representative who may be relevant to Glocal Value's defense of Infringement Claim; (b). - You do not make any admission of liability, agreement or compromise in relation to the Infringement Claim without the prior written consent of Glocal Value; (c). - You grant Glocal Value the sole right to defend, negotiate and settle the Infringement Claim, at Glocal Value's expense, or at Glocal Value's option, Glocal Value may permit You to defend the Infringement Claim in which case: (i) Glocal Value will pay any costs associated with Your defense, and will provide security for such costs; and (ii) You must follow any reasonable request from Glocal Value to avoid, dispute, defend and/or compromise the Infringement Claim; (d). - You provide Glocal Value with reasonable assistance, at Glocal Value's expense, to defend, negotiate and settle the Infringement Claim.

**(8.2).** - Glocal Value will have no obligation under this clause 11 or otherwise with respect to any Infringement Claim based upon: (a) any use of the Software not in accordance with this Agreement, or documentation provided by Glocal Value; (b) the combination, operation or use of the Software with any other product, equipment, business method, software or data; (c) any modification of the Software by any person other than Glocal Value or its authorized agents or subcontractors; or (d) any use of the Software after Glocal Value has provided You a new software version, patch or correction that would have overcome the infringement.

**(8.3).** - If any Infringement Claim is made, or in Glocal Value's opinion is likely to be made, then Glocal Value may (at its sole option and expense) either: (a) procure for You the right to continue using the affected Software, or substantially similar software that does not substantially affect the functionality of the Software, in accordance with this Agreement; (b) replace or modify the affected Software so that it becomes non-infringing but performs substantially the same functions; or (c) if neither (a) or (b) is commercially reasonable, as determined in Glocal Value's sole discretion, then Glocal Value may terminate Your rights to use the affected Software and pay damages of up to an amount of the Fees paid for the license for the Software.

**(8.4).** - Subject to any rights that You may have under statute, this clause 11 states Glocal Value's entire liability and Your sole and exclusive remedy for any claims related to any infringement of the Intellectual Property Rights in respect of the Software.

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### **Termination**

**(9.1).** - Glocal Value may immediately terminate this Agreement for cause by giving You written notice if You: (a) breach any of the provisions of clauses 2, 5.2, 5.5, 6 or 10.3; (b) breach any other provision of the Agreement and You do not remedy it within 14 days of Glocal Value providing You written notice of the breach;

**(9.2).** - You may immediately terminate this Agreement for cause by giving Glocal Value written notice if Glocal Value: (a) - breaches any of the provisions of this Agreement and Glocal Value does not remedy it within 30 days of You providing Glocal Value written notice of the breach;

**(9.3).** - If this Agreement terminates: (a) any license for Software and its related Software Maintenance service terminates immediately; (b) each party shall immediately return to the other (or at the other party's request destroy) any of the other's Confidential Information; (c) You must ensure that all copies of the Software installed pursuant to this Agreement are uninstalled and deleted from all hardware in your possession or control within 14 days of the date this Agreement is terminated.

**(9.4).** - Any termination of this Agreement shall not prejudice, limit or restrict any other rights or remedies either party may have arising prior to such termination. To the extent permitted by law, Glocal Value shall be under no obligation to refund any amounts paid by You for any of the Software or Software Maintenance services that have been provided prior to any termination of this Agreement.

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### **Miscellaneous**

**(10.1).** - Any notice that is given under this Agreement: (a) - by Glocal Value may be: (i) posted to You; (ii) emailed to You at any email address provided by You; (iii) included on any invoice (which may be emailed or posted to You); or (iv) posted on the Website. You must review the Website regularly for notices. (b) - by You must be posted to Glocal Value at the address stated on the latest invoice.

**(10.2).** - A notice is deemed to be received: (a) when posted from Italy to an address in Italy; within 3 business days of the date when it was posted; (b) when posted from an address outside of Italy, within 7 days of the date when it was posted; or (c) when emailed; within 1 business day of the date that the email was sent, provided no notice of failure has been received by the sender; (d) when posted on the Website, within 3 business days of the date it was posted.

**(10.3).** - You must not assign or transfer this Agreement or any rights or obligations under this Agreement, in whole or part, without the prior written consent of Glocal Value.

**(10.3.1).** - Glocal Value may assign or transfer this Agreement, in whole or part, without Your consent to any Glocal Value Affiliate or in connection with a merger, acquisition, or purchase of fifty percent (50%) or more of its assets. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Glocal Value may assign or transfer all or part of any of its rights to receive any Fees and Taxes or other monies due under this Agreement, to any person without Your consent. Notwithstanding clause 6, Glocal Value may disclose any of Your Confidential Information which is reasonably necessary to affect any assignment or transfer.

**(10.4).** - No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**(10.5).** - Except as specifically provided otherwise in this Agreement, the rights and remedies provided under this Agreement are cumulative and in addition to, and not exclusive of, any rights or remedies provided by law.

**(10.6).** - If any part of this Agreement is determined to be invalid, illegal or unenforceable by any court or competent authority, such part will be severed from the remainder of the Agreement and the remaining provisions will continue in force.

**(10.7).** - All clauses which naturally survive termination of the Agreement, including clauses 3.3, 5.1, 5.3, 5.4, 5.5, 6, 7, 9.3(b), 9.4 and 10, will survive termination of this Agreement.

**(10.8).** - The parties are entitled to rely on any notice or communication in electronic format, including any facsimile or email, that on its face appears authentic, and that has the purported author's name on it to the same extent as if it were a document written by the author.

**(10.9).** - You acknowledge and agree that the Software may be subject to applicable export and import laws. You agree not to export the Software or any direct product thereof, directly or indirectly in violation of these laws, nor will they be used for any purpose prohibited by these laws, including nuclear, chemical or biological weapons proliferation.

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### **Laws and Jurisdiction**

**(11.1).** - This Agreement will be governed by the laws of Italy, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of Vercelli.