



## GENERAL CONDITIONS OF SUPPLIER ONE PLATFORM UTILIZATION

### CONDITIONS OF USE OF "SUPPLIER ONE PLATFORM", user license granted to SNAM S.P.A.

#### 1. RECITALS AND GENERAL PRINCIPLES

- 1.1. **SNAM S.p.A.** (hereinafter referred to as "**SNAM**") in relation to the qualification/accreditation processes, tender procedures in all their stages, goods purchases by catalogue (hereinafter all the type of events indicated in this document are defined as "**Events**") uses an online area for the carrying out of the events (hereinafter "**Supplier One Platform**") on a technological platform consisting of both hardware and software components (hereinafter the "**Platform**") owned and made available by the JAGGAER Group (hereinafter referred to as "**JAGGAER**"), a term that applies equally to JAGGAER and/or the companies within its Group, in the event that such companies in the JAGGAER Group provide services to **SNAM**). The Platform is owned by **JAGGAER** and is licensed to **SNAM** in SaaS. **Supplier One Platform** can be accessed via the following website [https://supplier.snam.it/web\\_en/login.html](https://supplier.snam.it/web_en/login.html) or [https://fornitori.snam.it/tamtamy/home.action?lang=ti\\_en](https://fornitori.snam.it/tamtamy/home.action?lang=ti_en)

#### 2. REGISTRATION AND PARTICIPATION IN THE EVENTS

- 2.1. A necessary condition for participation to the Events is the registration and enabling on **Supplier One Platform**. To this end, the Participant shall communicate its accurate and correct details and all information deemed necessary or useful to **SNAM** for identification purposes (**Registration Data** and **General Information Data**). In case of error and/or amendment and/or update of Registration Data or General Information Data, the Participant shall contact **SNAM**
- 2.2. Should the Participant provided inaccurate and/or incomplete information, **SNAM** reserves the right not to accept/ revoke its registration and the consequent **Supplier One Platform** use.
- 2.3. User ID(s) and Password(s) issued for the use are strictly personal and non-transferable. The Participant undertakes not to disclose these to third parties and to guard them and protect them with the maximum degree of diligence.
- 2.4. The Participant will be held solely responsible for the use by third parties of their User ID(s) or Password(s) and undertakes in any case to immediately notify **Buyer** of the theft, misplacement, or loss of either their User IDs or Passwords, and to arrange for the password to be recovered or changed.
- 2.5. The Participant can participate in Events, if invited by **SNAM** from standard PCs, equipped with a common browser, connected to the internet, according to the minimum configuration requirements requested. The purchase, installation and configuration of the hardware and software is the exclusive responsibility of the Participant.
- 2.6. The holding of Events is governed by this document, by the relevant event specifications and related detailed documentation (by way of mere example RFQs, RFIs, etc.) all contained in the dedicated information sections of **Supplier One Platform**.
- 2.7. In the presence of a just cause **SNAM** shall request JAGGAER to suspend the Event for the duration agreed between **SNAM** and JAGGAER and notify the Participants also through JAGGAER itself.
- 2.8. Participation to the Events by the Participants implies that they have read and accepted the content of all online documents attached by **SNAM** in relation to each individual Event.

#### 3. GENERAL PROVISIONS

- 3.1. The Participants accept that for the entire duration of the **Events**, such as tender procedures, qualification/accreditation processes as well as catalog management, for the purpose of their performance, various operational requirements as well as any events that may characterize the different phases mentioned above (e.g. awarding, potential interruption,

suspension, resumption and/or cancelled tender, deadline for submitting Offers, communications made) will be exclusively those recorded by **Supplier One Platform** and by other recording and telecommunications equipment belonging to **JAGGAER**, and that these recordings constitute full evidence of the facts and circumstances in question.

- 3.2. The Participants accept and undertake that **Supplier One Platform** does not allow them to see the identity of the other Participants during the **Events**.
- 3.3. The specific provisions relating to each Event are specific to each individual event and can be viewed by each Participant, using their User ID and Password to access Event.

#### 4. PARTICIPANTS' OBLIGATIONS AND GUARANTEES

- 4.1. The Participants are obliged to take all precautions and technical measures to protect the security of the data and commercial information exchanged during the Event and to prevent access to such data to unauthorized third parties.
- 4.2. The Participants acknowledge that **JAGGAER** autonomously, independently, and exclusively provides a support and user licensing service for **Supplier One Platform** but does not participate or intervene in all operational stages related to various tender procedures as well as qualification/accreditation processes where relationship occurs exclusively between the Participants and **SNAM** and **JAGGER** is in no way involved.
- 4.3. The Participants undertake to indemnify **JAGGAER**, **SNAM** their directors, employees and/or clerks and hold them harmless against any demands, claims or legal actions of any kind for damages incurred because of their behavior in using the **Supplier One Platform** and/or in holding the Events.
- 4.4. The Participants are obliged to conduct themselves during the Event in a manner that complies with the procedures, obligations and principles that govern it.

#### 5. LIMITATION OF LIABILITY

- 5.1. **JAGGAER** e **SNAM** are in no way liable for any damage and/or harm, not caused by their wilful misconduct or gross negligence, suffered by the Participant as a result of using **Supplier One Platform**, or for any indirect damage or harm, including loss of business opportunities, lost profits, loss of information, damage to image, requests for compensation, third party actions and/or demands.
- 5.2. **JAGGAER** e **SNAM** will not be held in any way liable for loss of data, delays, malfunctions, suspension and/or interruption of Platform caused by:
  - a) "Force Majeure" events, which should be understood to refer to events outside of the control of **JAGGAER** and/or **SNAM** ((by way of mere example, interruption to power supply or telephone lines or internet connection due to third party events, strikes, industrial disputes, wars, state or civil or military authority issues, embargoes, acts of vandalism or terror, epidemics, floods, earthquakes, fires and other natural disasters);
  - b) incorrect use of **Supplier One Platform** by the Participant;
  - c) operating faults in the connection equipment used by the Participant;
  - d) faults in relation to the IT systems, telecommunications equipment and/or **JAGGAER's** technological systems the cause of which is attributable to events or systems outside of **JAGGAER's** control, if it can be demonstrated that **JAGGAER** took the best possible measures to mitigate damages and/or loss of service.
- 5.3. **JAGGAER** and/or **SNAM** does not guarantee the capacity to act and good faith of third parties that use **Supplier One Platform**
- 5.4. Without prejudice to the provisions of the preceding paragraphs and articles, **JAGGER** and/or **SNAM** Without prejudice to the provisions of the preceding paragraphs and articles, **JAGGER** and/or **SNAM** cannot in any case be called upon to compensate any damage, reimbursement or negative interest suffered by the Participant in relation to the participation in an Event.

#### 6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

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

- that they have full ownership and access to any information and contents provided to **SNAM** for the purposes and while performing the Event and that the use of such does not violate any third-party rights or applicable laws and/or regulations.

## **7. CONFIDENTIALITY OF COMMERCIAL INFORMATION - IT SECURITY**

- 7.1. The data and commercial information relating to the performance of each Event is handled by **JAGGAER** and the Participants as strictly confidential and private.
- 7.2. **JAGGAER** and Participants take all necessary technical and procedural measures to ensure the security of information while the Events are underway.