

# GENERAL CONDITIONS OF THE "COLORLAB SOFTWARE" CONTRACT

DNAPhone	The Client
DNAPhone srl VAT: IT02731440349 Viale Mentana, 150 43121 Parma (IT)	

**As Parties to this contract, they agree and stipulate the following:**

## 1. Object

1.1 These general conditions regulate the relations between DNAPhone and the Customer in relation to the provision of the service requested by the Customer and indicated on the front of this form, in the "Offer for ColorLab software" document (hereinafter, the Offer), which constitutes a contractual proposal as well as, in case of acceptance pursuant to point 2 below, an integral part of the contract. Any exceptions, modifications and/or additions to these General Terms and Conditions will be valid and effective only if expressly agreed to and accepted in writing by DNAPhone.

1.2 This contract also governs the use of the web software called ColorLab, web APP provided as a service (SaaS) and usable at colorlab.dnaphone.it, and the use of any ancillary services provided by DNAPhone.

1.3 Specifically, ColorLab software provides access to a personal workspace, accessible with credentials, for:

- the measurement of the color of samples of wine, beer, or any other beverage or liquid the customer wants to evaluate (samples are measured with the Smart Analysis platform or with spectrophotometers or colorimeters from other companies, and spectra are uploaded through csv or Excel files), using CIELab-based methodology.
- creating 2D and 3D graphs describing CIELab parameters as a function of other variables (time, descriptors, or other)
- saving work sessions.

1.4 This contract does not apply to the commercial, sales and warranty aspects of the ColorLab software if it was purchased through one of the official distributors and only the commercial contract signed between the Customer and the distributor will be applicable. In such circumstances, this contract will refer only to the terms and conditions relating to the processing of personal data and privacy of users using DNAPhone's products and services (Appendices A and B).

## 2. Contract Term, Duration and Renewal.

2.1 The activation of the service will be considered as a communication of acceptance of the request and from that moment the effects of the contract will take effect.

2.2 In any case, DNAPhone will be free not to accept the contractual proposal formulated by the Customer.

2.3 In the case of additional services subscribed, the terms and conditions of duration and renewal will be explained in the dedicated attachments.

## 3. Obligations and exclusions

The Customer undertakes to use the services and the ColorLab software correctly and lawfully, including for any third parties to whom it allows the use of the service, as well as to use approved equipment, to comply with all regulatory provisions and / or regulations in force and not to cause disturbances and / or damage to other users of the service, assuming all responsibility for the content and type of communications made and / or actions taken.

3.1 The Customer acknowledges that the use of the service requires the prior activation of the ColorLab software account developed by DNAPhone, which will provide all necessary guidance and assistance for user activation.

3.2 DNAPhone will have free and complete access to the ColorLab software to perform the assistance service and to carry out the necessary checks for the entire duration of the contract.

3.3 DNAPhone will not be liable to the Customer or to subjects connected to it or to third parties for damages and / or

losses and / or costs incurred for the malfunction and / or suspension and / or interruption of the service who are not employees willful or gross negligence of DNAPhone and / or are caused by force majeure or unforeseeable circumstances.

3.4 Incorrect, unlawful or incorrect use of the service by the Customer, any tampering or interventions carried out on the service or on ColorLab software if carried out by the Customer and / or by third parties not authorized by DNAPhone excludes any responsibility of DNAPhone in this regard.

3.5 Without prejudice to the foregoing, the Customer undertakes in any case to notify DNAPhone of any malfunction of ColorLab software or related services within 5 (five) days of its occurrence.

3.6 DNAPhone is exempt from any liability related to interruptions and / or errors caused by the provision of services by an ISP (Internet Service Provider) or resulting from any incorrect use of the ColorLab software.

3.7 DNAPhone warrants the free availability to use the ColorLab software and related services by stating as of now that it holds the relevant licenses to use them.

#### **4. Guarantee of operation of the ColorLab service and software**

4.1 DNAPhone guarantees the proper functioning of the ColorLab software and related services at the time of purchase and initial activation of the service ex art. 2.1.

4.2 The Customer declares to have received together the information necessary for the proper use of the subscribed services.

4.3 DNAPhone warrants that the ColorLab software is in proper working condition at the time of delivery of the software and first activation of the service.

4.4 In the event of defects or malfunctions of the ColorLab software, Customer shall notify DNAPhone within a maximum of 5 (five) days of discovery, who will take action to resolve the technical problems encountered.

4.5 DNAPhone guarantees the resolution of the problems within a maximum of 10 (ten) working days from the reporting of the malfunction. If intervention is impossible due to force majeure or causes not directly attributable to DNAPhone (for example, interruptions and/or errors caused by the provision of services by an ISP (Internet Service Provider) or by the AWS servers on which the services provided are located), the Company shall notify within 15 business days.

#### **5. Fees and payment methods**

5.1 Evidence of the cost and terms of payment related to the use of ColorLab software and subscription to related services is provided to the Customer by prior communications and business proposals made in writing.

5.2 The Customer is obliged to pay an amount as consideration for the use of the ColorLab software in the manner specified in the invoice.

5.3 The Customer is obligated to pay a sum as consideration for any services provided by DNAPhone at a time immediately following activation in the manner indicated on the invoice.

#### **6. Acceptance and amendments of the General Contract Conditions.**

6.1 The use of the services necessarily implies the acceptance of these General Terms and Conditions, which may be modified at any time, through publication on the page [colorlab.dnaphone.it](http://colorlab.dnaphone.it) (. The new terms and conditions will be effective automatically after 30 (thirty) days from the date of their communication by e-mail or publication on the page indicated. The Customer, within this period, if it does not agree with the new Terms and Conditions, may withdraw in accordance with the terms and conditions. Continued use of the service by the Customer will constitute tacit acceptance of the changes.

#### **7. Express termination clause**

7.1 Failure and / or inaccurate and / or delayed execution, by the Customer, of the payment of the consideration will constitute grounds for termination due to the fact and fault of the Customer and will legitimize DNAPhone Srl to declare this contract terminated by law with express reserve for compensation of the direct and indirect damage.

7.2 DNAPhone Srl reserves the unquestionable right to suspend its performance pursuant to art. 1460 of the Italian Civil Code in the event of failure and / or inaccurate and / or delayed execution by the Customer of the obligations provided for in art. 5.2.

#### **8. Treatment of personal data.**

8.1 The information relating to the processing of personal data is provided to the Customer upon signing the contract, it can be requested at any time and its updated version is published on the website colorlab.dnaphone.it

8.2 The personal data processing activities for which DNAPhone assumes the role of data controller are regulated through an attachment to this contract.

### 9. Jurisdiction

9.1 The Contract finalized between the Parties with these General Conditions attached as an integral part is drawn up in the Italian language, and in case of disputes and/or doubts of interpretation for translations into other languages, the text drawn up in the Italian language shall always be binding in any case.

9.2 This contract and its execution, interpretation, integration and/or modification, as all the relationships between the Parties to this contract, are governed exclusively by Italian law.

9.3 For any dispute arising from this contract, the judicial authority of the Court of Parma will be exclusively competent.

They are specifically approved pursuant to and for the purposes of articles 1341-1342 of the Italian Civil Code the conditions in points 2 (Duration of the contract), 3 (Obligations and exclusions), 4 (Guarantee of operation of the service and of the Smart Analysis platform), 6 (Acceptance and amendments of the General Contract Conditions), 7 (Express termination clause), 9 (Applicable Law and Jurisdiction)

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Joined date [Click or tap here to enter a date.](#)

Customer signature

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They are specifically approved pursuant to and for the purposes of articles 1341-1342 of the Italian Civil Code the conditions in points 2 (Duration of the contract), 3 (Obligations and exclusions), 4 (Custody and maintenance of the Smart Analysis platform), 5 (Guarantee of operation of the service and of the Smart Analysis platform), 7 (Acceptance and modifications of the Conditions General Contract), 8 (Express termination clause), 10 (Jurisdiction)

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Customer signature

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*INDEX ATTACHMENTS*

<b>A</b>	Information relating to the processing of the Customer's personal data
<b>B</b>	Appointment as a data processor of DNAPhone