

SOFTWARE LICENSE AGREEMENT FOR USE AND MAINTENANCE, UPDATE AND ASSISTANCE

GENERAL TERMS AND CONDITIONS

1. Definitions

- 1.1. For the purposes of this contract and except as otherwise defined herein and not expressly mentioned herein, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, both in the singular and plural:
- Provider: Namirial S.p.A., with registered office in Senigallia (AN), Via Caduti sul Lavoro n. 4;
 - Producer: is the producer of the Program, sometimes may coincide with the Provider;
 - General Conditions: these General Conditions of Contract (Mod.NAM SW010);
 - Additional Conditions: where present, is the document indicating the further conditions governing the supply of the Program;
 - Client: the end user of the Programs;
 - Contract: is the license agreement for the use of the Programs, consisting of these General Conditions and/or the Application Form and/or the Commercial Offer and/or the Appointment Agreement and/or the Additional Conditions and, where present, the Product Specifications;
 - Program: is the object code of any software owned or licensed by the Provider;
 - Authorized Reseller: the natural or legal person authorized by the Provider to distribute the Programs;
 - Application Form: where present, is the document (Mod.NAM SW012) and related attachments, proposed by the Provider or the Authorized Reseller, containing the special conditions of the Program, as well as the related costs, which the Client is required to sign for the purpose of the correct activation of the same;
 - Commercial Offer: where present, is the separate document, prepared by the Provider or the Authorized Reseller, containing the economic conditions of the Program and, possibly, also further conditions of use;
 - Service: is the maintenance, update and software assistance service relating to the Program;
 - Spam: has the same meaning as indicated on the Spamhaus website;
 - Product Specifications: is the document that contains certain specificities of the Program;
 - EU Reg. 2016/679: is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
 - External Data Processor: is the external entity that manages the Maintenance, Update and Assistance Service, appointed by the data controller to process personal data in accordance with the provisions of EU Reg. 2016/679;
 - Appointment Agreement: agreement for the appointment of an external data processor pursuant to art. 28 of EU Reg. 2016/679;
 - Virtual Machine: the application of software that runs programs by simulating a physical machine and where the software running is limited to the resources that have been provided for the virtual machine itself.

2. Structure of the General Conditions

2.1. These General Conditions consist of a specific section relating to the use of the license and a specific section relating to data processing.

3. Subject

- 3.1. The Provider grants the Client the Program, alternatively:
- in the form of a perpetual license (so-called "Perpetual Licenses") personal, limited, revocable, non-exclusive and non-transferable, to access and use the Programs within the limits of the provisions of this Contract; the Client may activate in addition the Maintenance, Update and Assistance Service;
 - in the form of a fee-based license (so-called "Fee License"), personal, non-exclusive and non-transferable, to access and use the Programs within the limits of the provisions of this Contract; the Fee License includes the Maintenance, Update and Assistance Service for the entire duration of this Contract.
- 3.2. The Programs, depending on their technical and functional specifications, may be used by the Client through one of the following alternative methods: (i) on their own electronic computer enabled with the specific hardware and/or software key and with the relative authentication credentials issued by the Provider (use in "on-premises" mode); or (ii) via the internet or cloud infrastructure available to the Provider. Any other mode of use of the Programs other than those indicated in this article is expressly excluded.

4. Client's Obligations

- 4.1. The authentication credentials provided by the Provider are considered to be known exclusively by the Client, who is required to keep them with the necessary confidentiality and utmost diligence, undertaking not to transfer and not to allow in any way the use of the Programs to third parties; failing this, the Client will be held responsible for any damage or prejudice caused directly or indirectly to the Provider and/or third parties, due to the improper use of the Programs by unauthorized parties.
- 4.2. The security of the workstations and resources used for the use of the services provided by the Provider is the responsibility of the Client. The same undertakes therefore to ensure that the management of accounts is monitored according to the security procedures in force so that the hypotheses of attempted access and/or violation through their systems are limited. The Client also undertakes to ensure that the log on procedures is secure and verified and the management of access is preordained to the traceability and monitoring procedures.
- 4.3. The Client may not misuse any part or content of the Programs. By way of

- example but not limited to, the Client is prohibited from:
- a) making false statements, misrepresenting or concealing their affiliation with another person or entity;
 - b) copying, modifying, hosting, sublicensing or reselling the Programs;
 - c) decompiling, also through a disassembler, reverse engineering or attempting to derive the source code from the Provider;
 - d) enabling or allowing third parties to use the Programs;
 - e) accessing or attempting to access the Programs in any way other than through the interface provided or authorized by the Provider;
 - f) circumventing access or use restrictions put in place to prevent certain uses of the Programs;
 - g) sharing content or engaging in conduct that violates the intellectual property of others;
 - h) reproducing, modifying or translating the Programs, even partially. However, the Client is allowed to make a single back-up copy for security purposes. Further copies must be authorized by the Provider;
 - i) providing, through the Programs, hosting or time-sharing services to third parties;
 - j) attempting to disable, compromise or destroy the Programs;
 - k) using the Programs in a manner other than as specifically indicated and permitted by this Agreement;
 - l) violating applicable law.

5. Guarantees

- 5.1. The Provider guarantees the conformity of the Programs to the technical specifications referred to in the documentation provided; however, the Provider does not guarantee that these technical specifications meet the needs of the Client or that the quality of the Programs will meet the expectations of the same. The warranty provided by the Provider on the Programs is conditional on the proper functioning and adequacy of the Client's electronic computer and system software as well as the correct use of the Programs by the latter.
- 5.2. The Programs are designed, according to their characteristics and technical specifications, exclusively for the purposes indicated in the Contract. Any other and different use by the Client is not guaranteed by the Provider.
- 5.3. The Provider also does not guarantee that the Programs will be constantly available, uninterrupted, timely, secure and error-free; the results potentially obtainable from use will be effective, accurate and reliable; any errors or defects will be corrected.
- 5.4. The Client acknowledges that the choice of the Program for the desired purposes is solely attributable to him, as well as the installation, use and results produced by the Program itself.

6. Maintenance, Update and Assistance Service

- 6.1. The Service includes:
- a) the release to the Client of updates to the Programs following any legislative, regulatory or administrative changes that involve changes attributable to the concept of ordinary administration, and that in any case do not involve the creation of a new module of the Program if not also of a different product;
 - b) the release to the Client of any new versions of the Programs that the Provider, or its licensors, should make available; therefore, the sending of further modules of the Programs and/or Programs designed ex novo by the Provider, or its licensors is excluded;
 - c) the release to the Client of any corrections of errors or malfunctions presents in the Programs, as soon as these are available;
 - d) the maintenance of the license to use the Programs and, therefore, the release to the Client of any software codes for the activation of the annuities for which the effects of this Contract are renewed;
 - e) assistance on the Programs provided during normal working hours observed by the Provider's staff or, if present, the Authorized Reseller, by telephone and/or e-mail. This assistance service does not include, in any case, on-site assistance or tax, accounting, labour law and administrative advice and/or any training courses at the Client's or Provider's premises or at other locations. The assistance may also be provided by the Provider remotely, by remote access to the Client's computer, previously and from time to time authorized by the latter, with the direct acceptance of each request for intervention.
- 6.2. The Service will be provided to the Client limited to the latest standard version of the Programs provided by the Provider, without taking into account any modifications or integrations made by the Client, even through the Provider, on the Programs themselves.
- 6.3. The Provider, for the provision of the Service, will be free to use also third parties with respect to its organization. The Service may also be provided, in whole or in part, directly by the Authorized Reseller.
- 6.4. The Client acknowledges and accepts that in all phases of assistance, both remote and direct, the Provider's operators, even outside the organization, may become aware of the Client's personal data found during the connection phases on the Client's computer devices.

7. Intellectual Property

- 7.1. The license granted to the Client does not give the latter any title or right to the original source programs, the Programs remaining the full property of the Provider and/or its licensors. All techniques, algorithms and procedures contained in the Programs and related documentation are confidential information owned by the Provider and/or its licensors. It is therefore absolutely forbidden for the Client



Namirial S.p.A.

Via Caduti sul Lavoro n. 4, 60019 Senigallia (An) - Italia | Tel. +39 071 63494
www.namirial.com | amm.namirial@sicurezza postale.it | P.IVA IT02046570426
C.F. e iscriz. al Reg. Impr. Ancona N. 02046570426 | REA N. AN - 157295
Codice destinatario T04ZHR3 | Capitale sociale € 8.251.298,70 i.v.



to sell the Programs or to sublicense, transfer or make them available to third parties in any way, for any reason. This also applies to products that may be developed by the Provider during the provision of the Programs made available to the Client.

7.2. This Agreement does not assign to the Client any rights relating to any new versions of the Programs.

7.3. Any third-party software components of which the Provider is a licensee are licensed to the Client under this Agreement and their use is permitted only through the Program.

7.4. All rights of exploitation and commercial reproduction of the Programs belong exclusively to the Provider.

7.5. All trademarks registered and unregistered, as well as any and all other distinctive signs or names affixed to the Programs and all related documentation and media, remain the property of the Provider and/or its licensors, without the Client deriving any rights to them from the stipulation of this Agreement.

8. Third Party Services

8.1. If it is possible to purchase third party services through the use of the Programs, such services will be subject to the contractual conditions prepared for this purpose by the service provider. The Provider shall not be liable in any way for the provision of such services.

9. Provider's Liability

9.1. The liability of the Provider, towards the Client and/or third parties, is limited exclusively to what is contractually provided and is excluded in case of delays in the execution of the Programs or in the provision of the Service due to force majeure (including strikes, even company strikes and other causes attributable to third parties). In particular, the Provider is not liable in any way for delays, errors or defaults attributable to third parties, or for anomalies that may occur during the use of the Programs or the provision of the Service and that are beyond its technical control, such as, but not limited to, malfunctions in the management of telephone and/or telematic networks. In particular, any liability of the Provider of a contractual or extra-contractual nature for direct or indirect damages suffered by the Client and/or third parties, as a consequence of the correct supply of the Programs and execution of the Service, is excluded. In any case, any errors in the Programs may not be attributed to the Provider if the same could have been reasonably identified by the Client with the normal diligence to be held in the specific case. The Programs licensed must be considered a mere operating tool that has the purpose of facilitating the user in their work; in particular, the results of the modules, whether they are, for example, calculation, tax and/or payroll must always be checked by the Client before being made final, otherwise the latter cannot attribute responsibility for the related consequential errors to the Provider. Finally, the latter is not liable for any damages suffered by the Client as a consequence of the failure to provide the activation codes of the Programs relating to a year for which the effects of this Agreement have not been renewed (e.g. failure to pay the fees).

9.2. It is however understood that the maximum liability that the Provider may incur as a result of any claims for compensation made by the Client and/or third parties in relation to the Programs and/or the Service, for damages of any nature, whether contractual or extra-contractual, will be limited to the actual damage and, in any case, may not exceed the amount paid by the Client in the year preceding the occurrence of the default, except in cases where the Client proves the fraud or gross negligence of the Provider.

9.3. Where circumstances permit, the clauses of this article shall also apply in favour of the Authorized Reseller.

10. Duration and Termination

10.1. The duration of the Contract shall be that indicated at the time of purchase and reported in the Application Form or in the Commercial Offer. Specifically:

- The Program with Perpetual License has no expiration date;
- The Program with Fee License, including the related Maintenance, Assistance and Update Service, will have a duration of one year from activation; upon expiration, the Contract will be deemed tacitly renewed from year to year, unless notice is sent to the address of the other party at least 90 (ninety) days before the expiration date by registered mail with return receipt or via PEC;
- The Maintenance, Assistance and Update Service, which can be activated as an additional service in the case of purchase of a Program with Perpetual License, will have a duration of one year from activation; upon expiration, the Service will be deemed tacitly renewed from year to year, unless notice is sent to the address of the other party at least 90 (ninety) days before the expiration date by registered mail with return receipt or via PEC.

10.2. In the event of non-renewal of the Contract, if the Client has not activated a Program with Perpetual License, the Client must, within 6 (six) months following the expiration date, destroy any copies made of the Programs, giving simultaneous written notice to the Provider. In any case, all Programs are equipped with computer controls that allow them to function properly for only one calendar year; the activation codes for each subsequent year are provided to the Client only if the latter has renewed the effects of this Agreement.

10.3. In the event that the Client is a Public Administration, tacit renewal is excluded. The Public Administration that intends to renew the Program License Agreement is required to communicate this intention to the Provider via PEC, within 60 days of the natural expiration of this Agreement.

10.4. The Client acknowledges and accepts that the Programs under this Agreement do not have any trial period.

10.5. In case of purchase through the Namirial e-commerce, the Client is allowed to withdraw from the Contract within 14 (fourteen) days from the date of stipulation of the same, provided that the installation of the Program has not yet taken place on any computer. In this case, the Client will obtain a refund of the amount paid.

11. Confidentiality

11.1. The Client guarantees to keep confidential all information disclosed in connection with the entry into force and execution of this Agreement, regardless of the type and form of such information, both during and after the termination of the Agreement, for any reason whatsoever, for a period of not less than 5 (five) years following the termination of the relationship, and not to exploit such information for its own purposes or on behalf of third parties. This condition of non-disclosure and confidentiality must be demonstrably imposed on all persons who have access to such information by reason of their responsibilities.

11.2. The Client must adopt physical, logical and organizational measures similar

to those adopted to protect its own confidential information, in order to prevent disclosure and to protect the confidentiality of information from unauthorized or prohibited access.

12. Fees and Payment Methods

12.1. As consideration for the license to use the Programs and the Service, the Client undertakes to pay to the Provider or, if present, the Authorized Reseller the amounts indicated in the Application Form or in the Commercial Offer, in the manner and within the terms indicated therein. These amounts must always be considered in addition to VAT at the statutory rate and any expenses and ancillary charges.

12.2. In case of purchase through the Namirial e-commerce, the Client is required to pay the full amount at check out and may subsequently purchase any additional services outside the online shop against specific Commercial Offers received from Namirial. The only payment methods provided for the Programs and Services are bank transfer or PayPal/Credit Card. It is understood that even in the case of Programs and/or Services subject to automatic renewal, payments cannot be made by direct debit from a bank account or other payment instruments.

12.3. In any case of late payment, the Provider or the Authorized Reseller shall be entitled, without the need for prior formal notice and without prejudice to any other and different right of the same, to interest on arrears on amounts not paid on time, calculated in the amount and in the manner indicated in Legislative Decree 9/10/2002 n.231.

12.4. Starting from the calendar year following the one of signature of this Contract, the amounts due by the Client may be subject to an annual revaluation not exceeding the ISTAT rate of consumer prices for families of blue and white-collar workers increased by 3 (three) percentage points.

12.5. If the Provider makes changes to the price list of its Programs and/or Services, it will have the right to unilaterally modify, also, the fee indicated in the Application Form or in the Commercial Offer, upon notice to be sent to the Client by registered mail with return receipt or via PEC. In the latter case, the Client shall have the right to withdraw from this Agreement within 30 (thirty) days of such notice, otherwise the changes are considered fully accepted.

13. Communications

13.1. Any communication between the parties, relating to the Contract, will be considered valid if sent to the other party by registered mail with acknowledgment of receipt or via PEC to their respective addresses indicated in the Contract.

13.2. All notices, communications, letters, registered letters and, in general, all correspondence sent via postal service from the Client to the Provider, shall be sent to the following address: Namirial S.p.A., Via Caduti sul Lavoro 4, 60019 - Senigallia (AN), or to another address communicated to the Client at least 30 (thirty) days in advance.

13.3. All electronic correspondence sent by the Client to the Provider must be sent to the following certified email address: edilizianamirial@sicurezza postale.it, or to another PEC address communicated to the Client at least 30 (thirty) days in advance.

13.4. In case of purchase of the program through the Authorized Reseller, all communications must be forwarded to the latter.

14. Processing of Personal Data

14.1. In compliance with the principles of EU Reg. 679/2016, the Provider informs the Client that the data concerning him will be processed in compliance with the aforementioned legislation for purposes related to the provision and progress of the supply of the Program and the Service. The data will also be processed in compliance with the principles of the legitimate interest of the Provider and the contractual and pre-contractual obligations that allow the proper fulfilment of the Contract.

14.2. The data will be processed mainly with electronic and computer tools and stored both on computer and paper media and on any other suitable type of support, in compliance with the organizational and technological security measures as identified and applied because deemed suitable by the Provider to ensure an adequate level of security in the protection of personal data and information. The provision of such data is mandatory, and their incomplete or incorrect indication may result in the failure or partial execution of the relationship governed by this Agreement.

14.3. At any time, the Client may exercise their rights against the Provider pursuant to Articles 15 to 22 of EU Reg. 679/2016, by sending a specific written request addressed to the Provider himself, to the addresses dpo@namirial.com and/or dpo.namirial@sicurezza postale.it.

14.4. The Provider is appointed by the Client, pursuant to and for the purposes of art. 28 of EU Reg. 679/2016, as External Data Processor, in relation to the Assistance, Maintenance and Update Service, through the Appointment Agreement attached as Section II.

15. Express Termination Clause

15.1. The Provider, also through the Authorized Reseller, upon communication by registered mail or certified e-mail, shall have the right to terminate this Agreement with immediate effect, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, as well as to revoke the license to use the Programs (except in the case where the Client is the holder of a perpetual license right), in the following cases:

- a) granting, in any form and by any means, the use of the Programs to third parties;
- b) duplication, even partial, of the Programs and the related accessory documentation, in addition to what is specifically provided for in this Agreement;
- c) subjecting the Programs to processes aimed at converting them into "source code";
- d) opening of insolvency proceedings against the Client;
- e) delay of more than 30 (thirty) days in the payment of fees due to the Provider and/or the Authorized Reseller on the basis of this Agreement with respect to the terms agreed therein;
- f) violation of the provisions contained in the previous Articles 4 (Client's Obligations), 7 (Intellectual Property) and 11 (Confidentiality);
- g) improper use of the Programs.
- h) The termination of this Agreement due to the fault or negligence of the Client gives rise to compensation for damages caused to the Provider and/or the Authorized Reseller. In any case of termination of this Agreement or revocation of the license to use, the Client must immediately uninstall and destroy the Programs and any copies, giving immediate notice to the Provider and, if present, the

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Authorized Reseller.

15.2. The Provider, in the event of delay in payment of fees due by the Client will also have, as an alternative to the termination of the Agreement, the right to immediately suspend the Service and/or the license to use the Programs also blocking their operation.

16. Jurisdiction and Applicable Law

16.1. For any dispute that may arise between the parties regarding the interpretation and execution of this Agreement, including any subsequent amendments and additions, the Court of Ancona shall have exclusive jurisdiction, with the express exclusion of any other court.

16.2. This Agreement is governed by Italian law. For anything not expressly provided for in this Agreement, reference is made to the rules of the Civil Code on contracts, to the current special laws on copyright and software protection.

17. General Provisions

17.1. These General Conditions, possibly together with the Application Form and/or the Commercial Offer and/or the Appointment Agreement form an integral and substantial part of a single and indivisible contract.

17.2. The Client declares to be aware and to accept the fact that the Provider may unilaterally modify at any time these General Conditions or other documentation forming part of the Contract, as well as the methods of providing the Programs. Such changes will be communicated to the Client by e-mail or certified e-mail or publication on the web platform and will be effective after 30 (thirty) days from their communication or publication. If the Client does not intend to accept the aforementioned changes, he will have the right to withdraw from the Contract within the term of effectiveness of the same by communication to be made to the Provider, or the Authorized Reseller, in the manner indicated in the previous art. 13.

17.3. The Provider may withdraw a Program with 6 (six) months' notice, continuing to provide the Program until the last day of its validity, or assist the Client in migrating to another Program offered by the Provider. The Client acknowledges and accepts that from the moment the Program is withdrawn, he will no longer be able to use it and, therefore, the Provider will not be liable for any damages or claims for compensation that may occur as a result of the violation of this prohibition.

17.4. Only in the case of a Program with a Fee License, in the event of termination of this Agreement, for any reason whatsoever, the Client is guaranteed the right to download the documentation contained within the Program within 60 (sixty) days after the date of actual termination of the Agreement. The Client acknowledges and accepts that after this period he will no longer have access to the Program or to the documentation contained therein.

SECTION I

ON-PREMISES LICENSE

A. USE

The license to use the Programs in on-premises mode allows the Client to use a copy of the Program on a single computer, therefore the Client is not allowed to use the Program on multiple computers.

The Client accepts from now on that the Program may periodically send to the Provider automatically information to attest the validity of its license for the use of the Program. The object of this sending may be: the username that has accessed the license, the name of the PC, the identification details of the procedure in execution; this may occur only in the presence of Internet connectivity. In this case, the Program will make multiple attempts to send up to a maximum of 30 (thirty) days. In case of negative result, the Client from that moment will have the Program available only in consultation mode (so-called demo mode).

The Client is not allowed to undertake any activity with the Program, including developing different software, which may interfere with, destroy, damage or access in an unauthorized manner to servers, networks or property or services of third parties, including those owned by the Provider.

The Client undertakes to install all updates and versions of the Programs provided by the Provider, acknowledging that, otherwise, the Maintenance, Update and Assistance Service may be, in whole or in part, useless or ineffective. Any new versions of the Programs, as well as any corrections or updates thereof will be subject to the same agreements agreed for the original Programs and therefore to the regulatory content of this Agreement.

B. MEDIA WARRANTY

The Provider warrants that, at the date of purchase, the storage medium on which the Programs are recorded, is free from defects and, under normal conditions of use, fully functional. The Provider is liable for any defects in the medium on which the Programs are recorded for a maximum period of 30 (thirty) days from the date of the relevant transport document or, in the case of immediate invoicing, from the date of the relevant invoice. In case of ascertained defect of the medium, the Provider will deliver to the Client the Programs on a new medium, replacing the previous one.

C. INSTALLATION OF THE PROGRAM

Unless otherwise agreed in writing, the installation of the Programs is at the expense of the Client. In the event that the latter requests, for this purpose, the assistance and collaboration on site of the Provider, or third parties authorized and appointed by the latter, the Client shall be due the hourly rates in effect at the time of the request for intervention.

D. TRANSFER OF THE COMPUTER - CLIENT'S OBLIGATIONS

In the event that the Client intends to transfer to third parties the electronic computer where the Programs are installed, he must first proceed with the uninstallation, as the license is issued for the exclusive use of the Client himself.

E. SOFTWARE REQUIREMENTS

It is the Client's responsibility to verify that their operating system has a configuration consistent with the operation of the Program. The Provider in fact does not respond and does not provide the Service for operating systems, applications and, in general, the RDBMS ("Relational Database Management System") used by the Client for which the support period provided by the manufacturer has ended.

If third party software is running on the Client's computer along with the Program, the Provider may request that such software be deactivated and that the defect be proven in the absence of such software.

SECTION II

Data Processing Agreement

This agreement for the processing of personal data is concluded between the Provider (hereinafter also "Processor") and the Client (hereinafter also "Controller").

The following is established:

SECTION I

Clause 1

Purpose and Scope of Application

a) The purpose of this agreement is to ensure compliance with Article 28, paragraphs 3 and 4, of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

b) The data controllers and processors have accepted these clauses in order to ensure compliance with Article 28, paragraphs 3 and 4, of Regulation (EU) 2016/679 and/or Article 29, paragraphs 3 and 4, of Regulation (EU) 2018/1725.

c) These clauses are without prejudice to the obligations to which the data controller is subject under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

d) These clauses do not, in themselves, ensure compliance with the obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

Clause 2

Interpretation

a) Where these Clauses use terms defined, respectively, in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, such terms shall have the same meaning as in the relevant Regulation.

b) These Clauses shall be read and interpreted in light of the provisions of Regulation (EU) 2016/679.

c) These Clauses shall not be interpreted in a way that is not consistent with the rights and obligations under Regulation (EU) 2016/679 or that prejudices the fundamental rights or freedoms of data subjects.

Clause 3

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements in force between the parties at the time of acceptance of these Clauses, or concluded subsequently, these Clauses shall prevail.

SECTION II

OBLIGATIONS OF THE PARTIES

Clause 4

Description of Processing

The details of the processing operations, in particular the categories of personal data and the purposes of the processing for which the personal data are processed on behalf of the data controller, are specified in the main agreement.

Clause 5

Obligations of the Parties

5.1. Instructions

a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The controller may also issue further instructions throughout the duration of the personal data processing. Such instructions shall always be documented.

b) The processor shall inform the controller without delay if, in its opinion, an instruction infringes Regulation (EU) 2016/679 or other Union or Member State data protection provisions.

5.2. Limitation of Purposes

The data processor shall process personal data only for the specific purposes of processing as set out in this agreement.

5.3. Duration of Personal Data Processing

The data processor shall process personal data only for the duration of the main agreement.

5.4. Security of Processing

a) The data processor shall implement at least the technical and organizational measures referred to in Article 32 of the Regulation to ensure the security of personal data. This includes protection against any security breach that accidentally or unlawfully leads to the destruction, loss, alteration, unauthorized disclosure of, or access to, data (personal data breach). In assessing the appropriate level of security, the parties shall take due account of the state of the art, the costs of implementation, as well as the nature, scope, context and purposes of the processing, as well as the risks to data subjects.

b) The data processor shall grant access to the personal data being processed to members of its staff only to the extent strictly necessary for the implementation, management and control of the contract. The data processor shall ensure that persons authorized to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.5. Sensitive Data

If the processing concerns personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offenses ("sensitive data"), the data processor shall apply specific limitations and/or additional safeguards.

5.6. Documentation and Compliance

a) The parties must be able to demonstrate compliance with these clauses.

b) The data processor shall respond promptly and appropriately to requests for information from the data controller relating to the processing of data in accordance with these clauses.

c) The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations set out in these clauses and arising directly from Regulation (EU) 2016/679. At the request of the data controller, the data processor shall allow and contribute to audits of the processing



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activities referred to in these clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on an audit or review activity, the data controller may take into account relevant certifications held by the data processor.

d) The data controller may choose to conduct the audit activity independently or appoint an independent auditor. Audit activities may also include inspections of the data processor's premises or physical facilities and, where appropriate, shall be carried out with reasonable notice.

e) Upon request, the parties shall make available to the competent supervisory authority(ies) the information referred to in this clause, including the results of any audit activities.

5.7. Use of Sub-Processors

a) The data processor shall have the general authorization of the data controller to engage sub-processors on the basis of an agreed list. The data processor shall specifically inform the data controller in writing of any intended changes to that list concerning the addition or replacement of sub-processors at least 30 days in advance, thereby giving the data controller sufficient time to object to such changes before the sub-processor(s) in question are engaged. The data processor shall provide the data controller with the necessary information to enable it to exercise its right of objection.

b) Where the data processor engages a sub-processor for carrying out specific processing activities (on behalf of the data processor), it shall conclude a contract imposing on the sub-processor, in essence, the same data protection obligations as are imposed on the data processor under these clauses. The data processor shall ensure that the sub-processor complies with the obligations to which the data processor is subject under these clauses and Regulation (EU) 2016/679.

c) At the request of the data controller, the data processor shall provide it with a copy of the contract concluded with the sub-processor and of any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, the data processor may redact information from the contract before providing a copy.

d) The data processor shall remain fully liable to the data controller for the performance of the sub-processor's obligations arising from the contract it has concluded with the data processor. The data processor shall notify the data controller of any failure by the sub-processor to fulfil its contractual obligations.

e) The data processor shall agree with the sub-processor a third-party beneficiary clause whereby, in the event that the data processor has ceased to exist in fact, has legally ceased to exist, or has become insolvent, the data controller shall have the right to terminate the contract with the sub-processor and to require the sub-processor to erase or return the personal data.

5.8. International Transfers

a) Any transfer of data to a third country or an international organization by the data processor shall only be carried out on documented instructions from the data controller or to comply with a specific requirement under Union or Member State law to which the data processor is subject, and in compliance with Chapter V of Regulation (EU) 2016/679.

b) The data controller agrees that, where the data processor engages a sub-processor in accordance with clause 5.7 for the performance of specific processing activities (on behalf of the data controller) and such processing activities involve the transfer of personal data pursuant to Chapter V of Regulation (EU) 2016/679, the data processor and sub-processor may ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) of Regulation (EU) 2016/679, provided that the conditions for the use of such standard contractual clauses are met.

Clause 6

Assistance to the Data Controller

a) The data processor shall promptly notify the data controller of any request received from the data subject. It shall not respond to the request itself unless authorized to do so by the data controller.

b) The data processor shall assist the data controller in fulfilling its obligations to respond to requests from data subjects for the exercise of their rights, taking into account the nature of the processing. In fulfilling its obligations under letters a) and b), the data processor shall comply with the instructions of the data controller.

c) The data controller has the right to carry out audit activities and, in particular, shall have the right to verify, with at least 10 (ten) working days' notice, including at the premises of the data processor, the compliance of the procedures adopted by the latter with the provisions of this agreement or required by law.

d) In addition to the obligation to assist the data controller in accordance with clause 6, letter b), the data processor shall also assist the data controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the data processor:

i) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data ("data protection impact assessment") where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

ii) the obligation, before processing, to consult the competent supervisory authority(ies) where the data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the data controller to mitigate the risk;

iii) the obligation to ensure that personal data are accurate and up-to-date, informing the data controller without delay if the data processor becomes aware that personal data it is processing are inaccurate or outdated;

iv) the obligations under Article 32 of Regulation (EU) 2016/679.

Clause 7

Notification of a Personal Data Breach

In the event of a personal data breach, the data processor shall cooperate with and assist the data controller in fulfilling its obligations under Articles 33 and 34 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to the data processor.

7.1. Breach Concerning Data Processed by the Data Controller

In the event of a personal data breach processed by the data controller, the data processor shall assist the data controller:

a) in notifying the personal data breach to the competent supervisory authority(ies) without undue delay after the data controller becomes aware of it, where applicable (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

b) in obtaining the following information, which, in accordance with Article 33(3) of Regulation (EU) 2016/679, must be included in the data controller's notification and

include at least:

i) the nature of the personal data involved, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;

ii) the likely consequences of the personal data breach;

iii) the measures taken or proposed to be taken by the data controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and to the extent that, it is not possible to provide all information at the same time, the initial notification shall contain the information available at that time, and further information shall be provided subsequently without undue delay as it becomes available.

c) in fulfilling, in accordance with Article 34 of Regulation (EU) 2016/679, the obligation to communicate the personal data breach to the data subject without undue delay, where the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

7.2. Breach Concerning Data Processed by the Data Processor

In the event of a personal data breach processed by the data processor, the data processor shall notify the data controller without undue delay after becoming aware of it. The notification shall contain at least:

a) a description of the nature of the personal data breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

b) the contact details of a contact point where more information can be obtained about the personal data breach;

c) the likely consequences of the personal data breach and the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and to the extent that, it is not possible to provide all information at the same time, the initial notification shall contain the information available at that time, and further information shall be provided subsequently without undue delay as it becomes available.

SECTION III

FINAL PROVISIONS

Clause 8

Non-Compliance with Clauses and Termination

a) Without prejudice to the provisions of Regulation (EU) 2016/679, if the data processor breaches its obligations under these clauses, the data controller may instruct the data processor to suspend the processing of personal data until the data processor complies with these clauses or the contract is terminated. The data processor shall promptly inform the data controller if, for any reason, it is unable to comply with these clauses.

b) The data controller shall have the right to terminate the contract with regard to the processing of personal data in accordance with these clauses if:

i) the processing of personal data by the data processor has been suspended by the data controller in accordance with letter a) and compliance with these clauses is not restored within a reasonable period and in any event within one month of suspension;

ii) the data processor materially or persistently breaches these clauses or its obligations under Regulation (EU) 2016/679;

iii) the data processor fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these clauses or Regulation (EU) 2016/679.

c) The data processor shall have the right to terminate the contract with regard to the processing of personal data in accordance with these clauses if, after informing the data controller that its instructions violate applicable legal requirements, the data controller insists on compliance with the instructions. After termination of the contract, the data processor shall, at the data controller's choice, erase all personal data processed on behalf of the data controller and certify to the data controller that it has done so, or return all personal data to the data controller and erase existing copies, unless Union or Member State law requires storage of the personal data. Until the data are erased or returned, the data processor shall continue to ensure compliance with these clauses.

_____/_____/_____

Client _____

Client's signature _____

[In case of affixing an electronic signature outside of this Agreement, this signature field should not be filled in]

In accordance with articles 1341 and 1342 of the Italian Civil Code, the Client declares to have read and fully understood the General Terms and Conditions (Mod.NAM SW010) and to be well aware of and specifically and expressly accept the content of the clauses contained in the following articles: 3 (SUBJECT); 4 (CLIENT'S OBLIGATIONS); 5 (GUARANTEES); 6 (MAINTENANCE, UPDATE AND ASSISTANCE SERVICE); 7 (INTELLECTUAL PROPERTY); 8 (THIRD-PARTY SERVICES); 9 (PROVIDER'S LIABILITY); 10 (DURATION AND TERMINATION); 11 (CONFIDENTIALITY); 12 (FEES AND PAYMENT METHODS); 15 (EXPRESS TERMINATION CLAUSE); 16 (JURISDICTION AND APPLICABLE LAW); 17 (GENERAL PROVISIONS); as well as the clauses contained in articles A (USE); B (MEDIA WARRANTY); D (TRANSFER OF THE COMPUTER - CLIENT'S OBLIGATIONS); E (SOFTWARE REQUIREMENTS) referred to in section I.

Client's signature _____

[In case of affixing an electronic signature outside of this Agreement, this signature field should not be filled in]