



GENERAL TERMS AND CONDITIONS
GIOTTO ONCHAIN
(SaaS)

1. FIELD OF APPLICATION

These general conditions ("**License Conditions**") govern the terms and conditions for fruition of the Service by the Client.

2. DEFINITIONS

2.1. In these License Conditions, unless the context otherwise requires, the following defined terms in capital letter, both to singular and plural uses, shall have the meaning given to them below:

- **Access Credentials:** personal credentials provided to the Client by the Supplier, usually consisting of the user's identification code and a password, which allow the use of the License in "SaaS" mode.
- **Almaviva Group:** the set of companies that directly or indirectly: (a) is controlled by the Supplier; (b) are subject to common control with the Supplier; for the purposes of this definition, the notion of control is that contained in Article 2359 of the Civil Code.
- **Assistance:** the service described in Art. 7.1.
- **Client:** the person with whom the Contract is stipulated.
- **Client Contact Person:** a qualified professional figure with appropriate requirements of competence, professionalism, and experience, indicated by the Client as its contact person for the management and solution of any problems of a technical and contractual nature.
- **Contract:** The Offer, including License Conditions and other annex, accepted by the Client.
- **Information System and Connectivity:** the set of Client's devices, networks, systems, programs, applications, modules, interfaces and other computer hardware and software components or anyway in its availability, including all the electronic communications network services and of connectivity also provided by third parties which the Client legitimately disposes and to which it has access.
- **Infrastructure:** informatic infrastructure logistically hosted by the E.C.D. of the Almaviva Group and/or third-party suppliers of the same, consisting of equipment, devices, machinery, informatic and telecommunications networks, programs, environments, solutions, interfaces and other informatic hardware and software goods and services set up and made available to the Client for the License in "SaaS" Mode of the Product.
- **License:** The License of the Product in SaaS ("Software as a Service") mode by means of the installation of the Product on the Infrastructure and access to the same via the internet by the Client with remote connection and connection at the Client's care, charge, and responsibility.
- **Offer:** the offer of the Supplier concerning the License.
- **Parties:** jointly the Supplier and the Client.
- **Personnel:** employees or otherwise employed by the Client with a regular employment relationship, for whose actions the Client assumes the liability.
- **Product:** the product described in the Contract.
- **"SaaS" Mode:** means the use and the fruition by the Client of the Product in "*Software as a Service*" mode, through the installation of the Product on the Infrastructure of the provider and the access to the same via internet by the Client with remote link and connection to the care, burden and liability of the Client.
- **Service:** means the use of the Product in SaaS mode.
- **Supplier:** Almaviva – The Italian Innovation Company S.p.A., with registered office in Rome, at Via di Casal Boccone 188/190, zip code

00137, s.c. 154.899.065,00, VAT, tax code and registration number of the Company House 08450891000.

- **Supplier's contact person:** a professional figure placed by the Supplier with the Client for the purpose of managing and solving any problems of a technical and contractual nature.

- **System Requirements:** requirements, technical and functional specifications, characteristics and endowments of the Information System and Connectivity that are required for the proper and full function of the Product, as described, and foreseen in the Technical Annex.

- **Technical Annex:** the annex of the Offer, containing, inter alia, System Requirements and the service levels, if any.

3. CONDITIONS OF ACCESS TO THE LICENSE

3.1 The Supplier grants the License to the Client on non-exclusive, non-sublicensable and non-transferable to third parties' basis.

3.2 The License permits the use of the Service solely by the Client, within the limits and in the manner set forth in the Technical Annex, any use of the same by third parties being excluded, except in the case of occasional use by third-party operators, maintainers and/or administrators of the Information and Connectivity System and/or the infrastructure for strictly technical purposes.

3.3 The Personnel that is benefitting from the License shall be previously identified, authorized and authenticated and for this purpose it shall be equipped with the individual Access Credentials, in relation to which the Client, also on behalf of its Personnel, it undertakes to maintain the confidentiality, remaining forbidden the communication to not authorized subject according this Article.

3.4 The Client shall not communicate to third parties the Access Credentials.

4. DURATION AND PRICES

4.1. The License will have the commencement and expiry date indicated in the Contract.

4.2. On its expiry, the License will be tacitly renewed for a period of one year and so on, unless terminated by one of the Parties to be communicated by P.E.C. or registered letter in compliance with a notice period of no less than 3 (three) months prior to the original or extended expiry date.

4.3. The License is granted against the payment of the fees indicated in the Contract and in accordance with the payment terms provided therein. Unless otherwise provided for in the Contract, the fees are net of VAT, which will be applied in accordance with the legislation in force at the time.

5. SYSTEM REQUIREMENTS

5.1 The Client acknowledges that, in order to benefit from the License, it is necessary that the Information System and Connectivity complies with the System Requirements, that the Client warrants to have read and to well understand and to accept. To this effect, the Client expressly warrants and guarantees the conformity of the Information System and Connectivity to the System Requirements, given the liability of the Client for every burden and risk concerning the correct and continuous functioning of the Information System and Connectivity. As a result, the Supplier shall, in no event, be held

liable for inadequacies or discrepancies detected with respect to the System Requirements.

- 5.2** The Client also undertakes to carry out, at its own expense, any adaptations and interventions aimed at making the Information System and Connectivity compliant with the System Requirements, as also may be modified following the issuance of new release of the Product.
- 5.3** The Client acknowledges and undertakes that, within the limits, terms and conditions set out in the Contract, it will be required to the telematic and remote access to the infrastructure. Therefore, without prejudice to what has already been agreed with respect to the Information System and Connectivity, the Client - being fully aware - acknowledges and undertakes to assume all liabilities at its own risks concerning disservices, malfunctions and faults of public and private network and data transmission, telecommunications and electronic communication services, internet access and connection services, electric power provision services.

6. CLIENT'S OBLIGATIONS

- 6.1** The Client recognises and acknowledges that the use of the License is strictly dependent on its level of cooperation and collaboration both from a technical and managerial point of view and undertakes, in particular, to take all necessary steps to make the System Requirements compatible with the License and to ensure in all phases of the contractual relationship and in particular, but not only, in the Infrastructure preparation phases all the support required by the Supplier and the Supplier necessary to allow the complete and correct use of the Service. To this end, the Client undertakes to make available to the Supplier, at no cost to the latter, all the information, data, files, programs, and documents necessary for the Supplier to provide the Service.
- 6.2** Should, the License be carried out through the use of third parties' products and/or open-source products/ components by the Client, the Client undertakes to ensure compliance with license conditions/ intellectual property rights concerning the above-mentioned products and/or components, exonerating the Supplier from any liabilities concerning breach of said conditions and/or rights.
- 6.3** The Client undertakes all liabilities for every burden, risk and liability concerning the activation and correct functioning of the Information System and Connectivity.
- 6.4** Without prejudice to the preceding provisions of this Article, the Client undertakes to allow access by the Supplier to the Information System and Connectivity, as well as to all its buildings, facilities, hardware, and software products, if it is necessary for the License.
- 6.5** If it is necessary to use and/ or modify third parties' products to benefit of the License, the Client undertakes to obtain from the respective owners the right of use and/or modify the above-mentioned products.
- 6.6** The Client undertakes to safeguard with the maximum diligence the Access Credentials, ensuring that these will be used only by Personnel authorized by the same.
- 6.7** The Supplier shall not be held liable for possible malfunctions or interruptions and subsequent damages due to the loss or unlawful or unauthorised use of Access Credentials.

- 6.8** Notwithstanding the provisions of the preceding Article 6.7, the Client shall indemnify and hold harmless the Supplier against any and all damages it might suffer due to loss or from unlawful or unauthorised use of Access Credentials.
- 6.9** Unless indicated in the Offer, the Client shall communicate the name of the Client Contact Person within 5 (five) days from the signing of the Contract, in accordance with Article 17.

7. ASSISTANCE

- 7.1** The License will be compliant with the functional, technical, and operational specifications indicated in the Technical Annex, for the duration of the License within the terms described below and on the basis of the Clients' compliance with the System Requirements.
- 7.2** The Assistance will be performed in accordance with the Licenses Conditions provided that the Client notifies - in accordance with Article 17 under penalty of forfeiture, the alleged defects, discrepancies, malfunctions, anomalies and/or errors found within 24 (twenty-four) hours from the date of discovery.
- 7.3** The notification must contain a detailed and exhaustive description of the problem encountered. The Client will provide the Supplier with all the clarifications, feedback, and information that the Supplier will request for the identification and correction of the defect.
- 7.4** The Assistance will be guaranteed only if the Client complies with the provisions of the Contract and the License Conditions.
- 7.5** The Assistance will not be provided if, at the date of the report, the Client is in default, or if the alleged inefficiency is attributable to the conduct of the Client.
- 7.6** The Client undertakes, in any case, to provide the necessary cooperation for the identification and possible removal of the disservice detected.

8. SUPPLIER'S LIABILITY

- 8.1** The Supplier will be liable for malfunctions or interruptions of the Product and consequent damages only if they are attributable to its willfull misconduct or gross negligent, with the exclusion of any other whatsoever liability.
- 8.2** The Supplier cannot be held liable for any damage arising out of: (i) problems relating to the Information System and Connectivity, including, but not limited to, those relating telecommunications and internet connectivity services, equipment of Client's third party suppliers and electricity supply systems and networks; (ii) computer viruses, malware, hacking, unauthorized access to the failure to adopt appropriate security measures and protection of the Information System and Connectivity or deriving from the unauthorized or illegitimate use of the Access Credentials; (iii) fruition of the Service different from that set out in the Contract. In no case, the Supplier and/or the companies of the Almayiva Group will be liable to the Client for any damage due to force majeure events, including earthquakes, epidemics, pandemics, company strikes, unforeseen events or other events that exceed the Supplier's control sphere.

9. INTELLECTUAL PROPERTY

- 9.1** All the rights and titles of intellectual property and property rights on

Product/Service are and will remain entirely the ownership of the Supplier and the Client cannot claim rights different from those expressly attributed to it by this License Conditions.

- 9.2** The structure, characteristics, codes, procedures, computing devices, development tools, know – how, methods, process, technologies, or algorithms used for the provisioning of the infrastructure and, more generally, for the grant of the License will remain in the intellectual and private property of the Supplier and will not be subjected to any type and form of ulterior modification, copying, alteration, reproduction, adaption, or translation.

10. THIRD - PARTY COMPONENTS

- 10.1** The Client also acknowledges that the Product may contain third parties' products and/or components made available to the Supplier based on specific licensing agreements signed with the holders of the relevant rights of privacy and economic use.
- 10.2** The Client also acknowledges and accepts that the use of the Product in "SaaS" Mode may require the use of "*open source*" components, as listed in the attached list - "*List of open-source software programs*", the conditions of use of which the Client declares to be well known and undertakes to observe.

11. PERSONAL DATA PROTECTION

- 11.1** The Parties declare to comply, in relation to their respective operational areas, with the applicable data protection legislation (at this day, EU Regulation 2016/679 and national provisions), and, in particular to meet regularly all requirements envisaged to be borne by each of them for the collection, treatment, communication and storage of personal data necessary for the execution of the License and the management of the related obligations, in particular, by ensuring that each Party provides all the information, appointments and security measures required by law and the acquisition of consent, if required, in this regard, and assuming all its obligation to indemnify in the case of actions, claims, proceedings, penalties, payments and any other prejudice resulting from failure to comply with the in force provisions on protection and security of personal data.
- 11.2** The Client remains the sole and exclusive owner of the processing of all data collected, processed, handled, processed, stored and communicated using and during the use of the Product, assuming all liability law in this regard and undertaking to hold harmless the Supplier and the Almagora Group all claim, action, process, penalty, payment or other injury resulting from the processing of personal data operated by the Client or on its behalf. In the event that the Client should call on the Supplier in order to execute its ownership and/or responsibility process, the Client and the Supplier will provide to stipulate an *ad hoc* agreement concerning the processing of personal data, drafted according with Article 28 of European Union Regulation 2016/679 – General Protection Regulation, with the attribution of the role of additional responsible and/or responsible to the Supplier.
- 11.3** During the term of the Contract, should it become necessary for the Supplier to process personal data on behalf of the Client, as data controller, the Parties undertake to cooperate in order to ensure

compliance with the applicable legislation on the protection of personal data, appointing, by way of example but not limited to, the Supplier as data processor, pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council.

12. TERMINATION

12.1 The License Conditions shall be considered terminated at law pursuant to Article 1456 of the Italian Civil Code, in addition to as otherwise provided by the License Conditions, in case of Client's breach of the obligations referred to in the following Articles: 3 (Conditions of Access to the License), 5 (System Requirements), 6 (Client's Obligations), 9 (Intellectual Property), 11 (Personal Data Protection), 14 (Confidentiality).

13. EFFECTS OF TERMINATION

13.1 In case of natural or early termination of the Contract, the Parties agree that:

13.1.1 The Supplier will immediately terminate the granting of the License.

13.1.2 The Access Credentials provided to the Client to access the Infrastructure and the Product installed therein will be disabled.

13.2 In any case of termination, the provisions of Articles 9 (Intellectual Property), 8 (Supplier's Liability), 10 (Third Party Components), 11 (Personal Data Protection) and 14 (Confidentiality) shall continue to have effect vis-à-vis the Parties for the period in which the rights deriving from the same may be exercised.

14. CONFIDENTIALITY AND EXCEPTIONS

14.1 For a period of 5 (five) years from the signing of the Contract, the Client undertakes to keep strictly confidential the information of technical and commercial nature (such as, by way of example, ideas, discoveries, inventions, specific formulas, algorithms, programs) acquired within and as a result of the License.

14.2 The Supplier may mention the Contract as reference for clients/potential clients, for participation in public and private tenders, as well as in the context of commercial, marketing and communication actions.

15. INSPECTION AND AUDIT RIGHTS

15.1 The Supplier and/or third parties appointed by the Supplier shall have the right to access, subject to prior notice, the Information System and Connectivity as well as to carry out any other verification, control, inspection, and audit, including through the adoption of "e-discovery" informatic techniques, in order to verify the timely compliance with the conditions set forth in the Contract. by the Client.

15.2 The Client shall cooperate to the fullest extent possible to allow such verifications, offering assistance and access to the information requested. If, as a result of the above activities, an incorrect use of the Service and/or an un-authorized access to the infrastructure will be detected, the Client shall remove the alleged failures within the next 7 (seven) days.

Failing this, the Supplier may interrupt the fruition of the Service and the access to the Infrastructure by the Client, without prejudice to the right to compensation for damages.

16. ASSIGNMENT

The Supplier may assign the Contract, as well as the related rights, to third parties without the prior consent of the Client.

17. NOTICE

Any communication, notice, notification, or request concerning the License Conditions will be considered valid only if made in writing and transmitted by certified electronic to the Supplier's Contact Person and to Client's Contact Person at the addresses indicated in the Offer.

18. APPLICABLE LAW AND JURISDICTION

18.1. This License Conditions are governed by the Italian law.

18.2. Any dispute that may arise in relation to the interpretation, validity, effectiveness, and performance of the License Conditions shall be devolved to the exclusive jurisdiction of the Court of Rome.

Pursuant to Art. 1341 and 1342 of the Civil Code, the Client specifically and expressly approves the following articles: Art. 8 (Liability - for the limitation of liability), Art. 18 (for the exclusive jurisdiction).

ANNEX 1

List of open-source software programs