

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF INFOCERT SERVICES
("Agreement")

1. SCOPE

1.1 With this Agreement, InfoCert grants the Customer:

- a) The provision of services subject to specific regulations for Trust services (hereinafter referred to as the "**Services**"), observing the methods envisaged for each of them, as indicated in –the Operating Manual that the Customer has read and understood and whose references are inserted inside of each **Annex A - Technical Annex**, where it is applicable. The Services, where possible, may also be used by third-party users (hereinafter referred to as "**User(s)**"), the number of which is indicated in the relevant **Commercial Offer – Annex B**, and the User may access them only through remote access from their own terminals; and/or
- b) If applicable, the license ("**License**") to use a platform ("**Software**") as also defined in **Annex A – Technical Annex**.

1.2 The Customer will purchase the Services and/or the License through Amazon Web Services ("**AWS**") Marketplace ("**Marketplace**"), effective from the start date of online order submission ("**Effective Date**"). The process begins with the Customer filling out the contact request form through the Marketplace or sending contact request via mail ("**Contact Request**"). Based on this Contact Request, InfoCert will provide a Commercial Offer ("**Offer**"). Once the Offer is received and accepted by the Customer, this latter can proceed with submitting the online order ("**Order Form**") via the Marketplace, specifying the Service and/or License to be provided under this Agreement, which is then entered into by the Customer and InfoCert.

1.3 Where applicable, InfoCert agrees to provide the Customer with technical support according to the service levels specified in **Annex A - Technical Annex**.

1.4 In the event of any conflict between the provisions contained in said Annexes and those of the Agreement, the Annexes shall prevail.

2. OBLIGATIONS AND WARRANTIES OF THE CUSTOMER

2.1 The Customer agrees to:

- a) Use the Services and/or Software in accordance with applicable laws, regulations and for the purposes of use under this Agreement.
- b) Not file, send, publish, transmit and/or share computer applications or documents that: (i) infringe or violate the intellectual property rights, trade secrets, trademarks, patents or other proprietary rights of any third party; (ii) convey defamatory, libellous or threatening content; (iii) contain material that is pornographic, obscene or otherwise contrary to public morality; (iv) contain viruses, worms, Trojan horses or other spreading or destructive mechanisms; (v) damage, violate or attempt to violate the secrecy of correspondence and the right to privacy; (vi) contravene applicable laws and/or regulations; (vii) may cause malfunctions or damage to InfoCert's systems.

- c) Not transfer, assign, copy, modify, decompile, disassemble, distribute (including online), grant for use to third parties (other than Users), resell, rent and/or repackage the Service and/or the Software.
 - d) Not engage in any conduct that may constitute a violation of the IP Rights in the License and/or the Services covered by this Agreement.
 - e) Make the User aware of the provisions of this Agreement, and specifically of the obligations and charges required for the purpose of using the Services and/or the Software. The Customer, also on behalf of the User, agrees to provide all the information necessary for the activation of the Services and/or Software and to comply with all the requirements necessary for access them as detailed in the relevant Annexes.
 - f) Assume, also on behalf of the Users, all responsibility for the use of the Services and/or the Software and for the actions and activities carried out by them.
 - g) Adhere to the principles of fairness and good faith in the use and enjoyment of the Software and/or Services.
 - h) Clearly provide with all information and data useful or necessary to enable the proper performance of the Agreement.
- 2.2** For the entire duration of the Agreement the Customer agrees to ensure that any IT services provided by third parties in its favor do not interfere with the proper provision of the Services and/or the Software and do not hinder or make such performance more onerous for InfoCert with respect to that which is envisaged in this Agreement. Should the Customer encounter any issues in using the Software and/or the Services, the Customer agrees to promptly provide written notification to InfoCert, in accordance with clause 21.1, detailing the identified malfunctions to allow InfoCert to take any necessary measures.
- 2.3** Should the provision of the License involve the development of the front-end by the Customer, the Customer agrees to comply with all measures, warranties and specifications as defined in Annex A -Technical Annex.
- 2.4** The Customer agrees to comply with and/or implement the security measures as provided by InfoCert where necessary.
- 2.5** The Customer agrees to verify, prior to purchasing the Service and/or the License (and thus the Software), that their hardware and software systems are suitable and up-to-date with the latest available version and/or otherwise compatible with the version specified by InfoCert for their use and purposes. Therefore, the Customer shall personally ensure the correct configuration of their hardware and software and the installation of the appropriate Software necessary for the use of the Service. The Customer shall use the Services and/or the Software by means of the internet connection which they must independently obtain through a telecommunications operator that meets the requirements set out in Annex A.
- 2.6** InfoCert informs the Customer that the knowledge, by third parties of the authentication tools necessary to use the Services and/or the License, may also allow third parties and therefore other than the User/user to access the same (or, by way of example, the certified e-mail account assigned to the same) and the data contained therein. In order to avoid any type of undue access, the Customer and/or the User are/will be required to keep these authentication tools with the utmost confidentiality and diligence, so as to prevent them from being known to third parties.

3. OBLIGATIONS AND WARRANTIES OF INFOCERT

- 3.1** InfoCert warrants and represents that it will:
- (a) Comply with the security measures set out in data protection laws as well as the provisions of the competent authorities, where applicable.
 - (b) Regarding data protection, protect data against intentional or accidental theft or destruction, accidental loss, alteration, unauthorised use, modification, disclosure, dissemination, unintended access, and any other form of unlawful processing.
 - (c) Use access systems equipped with data security functions to monitor and control the flow of personal data through endpoints (for example, real-time analysis and correlation of logs by means of SOC/SIEM service for the purpose of identifying anomalous events) or towards external networks (for example, limiting network access to web services used only for certificate requests).
- 3.2** InfoCert does not provide any express or implied warranties with respect to the Services and/or Software provided for absence of defects or originality or suitability of the Software and/or Services for a specific use or for achieving a particular purpose.
- 3.3** InfoCert is under no obligation to supervise and/or monitor the contents of the documents formed, transmitted or stored in the context of the performance of this Agreement, such activities being carried out under the sole control – and therefore the sole responsibility – of the Customer.
- 3.4** Without prejudice to the provisions of the preceding paragraph, InfoCert may, at the Customer's cost and expense – as agreed by the Parties – and upon the Customer's written request, modify the Software and/or Services delivery methods that may be required due to:
- (a) Incorrect information provided by the Customer.
 - (b) Information resulting from programming or data processing errors attributable to the Customer.
- 3.5** InfoCert may, at its discretion, use and appoint subcontractors in the provision of the Software and/or Services. In any case, InfoCert shall at all times remain solely liable to the Customer under this Agreement. In this case, InfoCert hereby declares that it has regulated the relationship with these third-party companies with a specific contract, in compliance with the applicable legislation, also with regard to the processing of personal data.
- 3.6** InfoCert shall attend to: (i) to promptly notify the Customer in case of incidents; (ii) the technical and regulatory adaptation of the Services and/or the Software, giving notice thereof by certified email to the Customer, which in turn agrees to adapt the characteristics of its systems and its equipment to the modifications indicated within the term indicated by InfoCert; (iii) the corrective maintenance and updating of the Services and/or the Software for the purpose of rectifying any errors in the Software and/or the Services. The update consists of the necessary activities to adapt the Services and/or the Software to any regulatory developments. In the event of particular changes in the law or obsolescence of the technology used that make updating excessively onerous (i.e., changes to the Software of more than 25%), InfoCert reserves the right not to adapt the Services and/or the Software, instead opting to release new Software applications with the technical and economic conditions that will be communicated in advance to the Customer.
- 3.7** In the event of a significant ICT incident impacting the Client's financial interests, InfoCert shall, without undue delay and in any case within 24 hours of becoming aware of the incident, inform the Client and the CSIRT through a pre-notification, indicating whether the incident may be the result of unlawful or malicious acts. Within 72 hours of becoming aware of the incident, InfoCert

shall submit an incident notification to the Client and the CSIRT, updating the previously communicated information and specifying the severity, impact, and, where possible, the indicators of compromise. Furthermore, in the event of a significant cybersecurity threat, InfoCert undertakes, where applicable, to inform the Client if they may be potentially affected by such a threat, providing information on the appropriate protective measures the Client may consider adopting.

3.8 InfoCert undertakes to cooperate unreservedly with the competent Authorities and the Client's resolution Authorities, including the persons appointed by them.

3.9 This clause governs the terms and conditions related to the use of ICT (Information and Communication Technology) services by InfoCert, in accordance with Article 30 of Regulation (EU) 2022/2554 of the European Parliament and the Council (DORA).

The contractual agreements between the Client and InfoCert for ICT services include the following elements:

- a) **Service Levels:** If ICT services support essential or important functions, InfoCert shall provide a description of such service levels, including any updates and revisions, specifying quantitative and qualitative performance objectives. These objectives must enable the Client to effectively monitor the services and take appropriate corrective actions without undue delay should the agreed service levels not be met.
 - b) **Termination Rights:** InfoCert undertakes to respect the termination rights and the related minimum notice period for the termination of contractual agreements, in accordance with the expectations of the competent Authorities and the resolution Authorities.
 - c) **Participation in Awareness and Training Programs:** InfoCert shall participate, upon the Client's request and in compliance with Article 13, paragraph 6, of the DORA Regulation, in ICT security awareness programs and training activities related to the Client's digital operational resilience.
- 3.10** If the Client determines, and provides written notice to InfoCert, that the ICT services support its essential or important functions, InfoCert declares its commitment to complying with the following obligations:
- Ensuring reporting obligations towards the Client, including the relevant notice periods, such as the notification of any developments that could significantly impact its ability to effectively provide such supporting services in line with the agreed service levels.
 - Implementing and testing emergency operational plans and establishing security measures, tools, and policies to ensure an adequate level of security.
 - Fully participating in and cooperating with the Client's TPLT (Third-Party Lifecycle Testing).
 - Granting the Client unconditional rights of access, inspection, and audit, either by the Client itself or by a third party designated for this purpose, as well as by the competent authority. The Client also has the right to obtain copies of relevant documentation on-site if deemed critical for InfoCert's operations, ensuring that such rights are not hindered or limited by other contractual agreements or implementation policies.
 - In terms of access, agreeing on alternative assurance levels if the rights of other clients are affected, cooperating unreservedly during on-site inspections and audits conducted by the competent authorities, the lead supervisory authority, the Client, or a designated third party. InfoCert shall also provide details on the scope, procedures, and frequency of such inspections and audits.

4. QUALITY OF SERVICES

- 4.1 Subject to the provisions of the preceding articles, the Services will be provided by InfoCert according to the methods, characteristics, and contents indicated in the relevant Technical Annex. InfoCert will be liable to the Customer solely and exclusively for any non-conformity and/or incompleteness of the Service concerning these methods, characteristics, and contents, which render the Service unsuitable for its intended use (so-called substantial defects).
- 4.2 The presence of substantial defects in the rendered Service must be reported by the Customer, under penalty of forfeiture, within 8 (eight) days from their discovery and, in any case, no later than 90 (ninety) days from the delivery of the disputed Service. Upon receiving the report mentioned above, InfoCert will proceed, if necessary, with the immediate complete re-performance of the disputed Service. The related cost will be charged to the Customer if it is demonstrated that the originally rendered Service did not have substantial defects; otherwise, it will be borne by InfoCert.
- 4.3 For Services with a unit fee, if, due to InfoCert's fault, the individual rendered Service has substantial defects, InfoCert will pay the Customer a penalty equal to twice the fee owed by the Customer for the Service affected by substantial defects. In any case, no penalty or compensation will be due if, during the month, at least 95% (ninety-five percent) of the unit-fee Services rendered to the Customer in that same month are delivered without substantial defects.
- 4.4 For Services with a flat-rate fee, if in a given month, Services provided to the Customer, due to InfoCert's wilful misconduct or gross negligence, have substantial defects exceeding 5% of the total Services provided to the Customer in that month, InfoCert will pay the Customer a penalty equal to 6% of the monthly fee contractually provided for the Service affected by substantial defects.
- 4.5 In any case, for each year of the contractual relationship, InfoCert will not be liable for penalties exceeding the total annual fees owed by the Customer to InfoCert for the provision of the Services.
- 4.6 InfoCert declares – and the Customer acknowledges – that it currently has and will maintain in the future an insurance policy covering the risks arising from the violation of the provisions of this article.

5. SUPPORT AND ASSISTANCE

- 5.1 For any information regarding the methods, characteristics, and contents of the Services provided under this Agreement, the Customer may contact the Customer Care service, which operates from 8:30 AM to 6:30 PM (Italian time, CET/CEST), Monday to Friday, excluding midweek holidays. Contact details can be found at the following link: help.infocert.it/contatti. Additionally, the Customer can use a dedicated ticketing platform to submit claims/reports.

6. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE

- 6.1 With exclusive regard to the Customer's request for the provision of Services, InfoCert agrees to comply and ensure that the persons it employs in its business respect all regulations on hygiene and the prevention of accidents at work.

For this purpose, pursuant to art. 26, para. 1, lett. b), of Italian Legislative Decree no. 81/2008, where applicable, the Customer shall send InfoCert any information on the specific risks existing in the places where InfoCert will operate as well as on the prevention and emergency measures adopted in relation to its activity and those places, whether InfoCert's employees work on the Customer's premises or do so elsewhere.

- 6.2 InfoCert agrees to pay its workers the wages, contributions, insurance, and tax due. Upon the Customer's written request, InfoCert shall provide the latter with a copy of a valid Certificate of Social Security Compliance (DURC). The safety costs are specifically mentioned in the Orders.
- 6.3 With exclusive regard to the provision of Services, pursuant to and for the purposes of Art. 26, paragraph 3, of Italian Legislative Decree no. 81/2008 and subsequent amendments and additions, if upon completion of the assessment of the risks of possible sources of interference the Parties cannot exclude the existence of risks of interference, especially with regard to the activities of the Customer's workers, the Customer shall prepare a Single Document on the Assessment of Risks from Interference (also called, DUVRI) containing a description of the measures adopted to eliminate possible causes of interference, which shall be attached to the Agreement and shall constitute an integral and substantial part thereof.

7. INTELLECTUAL PROPERTY

- 7.1 All rights of use and exploitation, economic and otherwise, of the Service and/or the License thereof are reserved by InfoCert. The Customer and/or the User is granted the use of the Services and/or the License within the limits and conditions set out in this Agreement.
- 7.2 All data, documents and/or materials provided by InfoCert relating to the Services, as well as Software acquired under a License for Use by InfoCert ("**IP Rights**"), shall remain the exclusive property of InfoCert.
- 7.3 The IP Rights relating to the Software and Services and any further modifications, expansions, revisions, or changes made by InfoCert shall remain the property of InfoCert.
- 7.4 If applicable, the License is personal, non-exclusive, non-transferable to third parties in any capacity and limited in time until the expiry and/or termination of this Agreement.
- 7.5 Each Party agrees not to make statements or engage in conduct that may in any way harm the image and/or name of the other or that may otherwise cause commercial damage to the other.
- 7.6 It is understood that the Customer's trademark, domain name and all distinctive marks, as well as all rights of use and exploitation of its image, name and economic identity are freely usable by InfoCert (including but not limited to its institutional website, social media and for sales force presentations). Conversely, InfoCert's trademark, domain name and all distinctive marks, as well as all rights of use and exploitation of InfoCert's image, name and economic identity, may not be freely used by the Customer for any purpose whatsoever, except with the prior written authorization of InfoCert.

8. LIMITATIONS AND LIABILITY

- 8.1 InfoCert agrees to provide the Services and/or the License (and thus the Software) requested by the Customer in compliance with the provisions of this Agreement, the relevant Annexes, and the respective industry regulations applicable from time to time, assuming no liability beyond what is expressly stipulated therein.

- 8.2 Except in cases of intentional misconduct or gross negligence, InfoCert shall in no event be liable for any direct and/or indirect damage resulting even alternatively (i) for damages consisting of lost profits, loss of business opportunities or savings, loss of data, loss of interest, damage to image or loss of business reputation, nor for fines, penalties, surcharges or other sanctions arising directly or indirectly from InfoCert's actions or omissions under this Agreement; (ii) from the use of the Services and/or Software in a manner that does not comply with the provisions of this Agreement, and any subsequent amendments; iii) from tampering with or intervention in the Services and/or the Software by the Customer and/or the User and/or by third parties not authorised by InfoCert, even if they do not expressly cause damage to the Parties or third parties; iv) from improper use of the credentials and/or the Services and/or the License and/or the Software by the Customer and/or the User; v) from the failure to use the Service and/or Software due to malfunctions or blockages of the internet or due to delays or interruptions or due to errors and/or malfunctions falling within the unavailability parameters indicated in the Technical Annex.
- 8.3 The Customer, except in the case of intervention for ordinary and/or extraordinary maintenance, in the event of exceeding the unavailability parameters established, where applicable, in the service levels indicated in the Technical Annex, will be entitled to obtain, by way of compensation for any damage suffered, a refund of the price paid for the Service/Software related to the period of non-use of the same. The refund cannot be requested if the non-use is attributable to the connectivity operator or is due to unforeseeable circumstances, Force Majeure or causes, in any case, not attributable to InfoCert.
- 8.4 In the event of willful misconduct or gross negligence on the part of the Customer and/or the User, InfoCert reserves the right, in addition to the right to claim damages and/or to recover any due credits, to retain the Fee as partial or total compensation for any damages, losses, or expenses incurred in the provision or management of the specific case.
- 8.5 Without prejudice to what is envisaged and/or agreed to in other clauses of the Agreement, it is in any case understood that if InfoCert is liable for any damages, it shall be obliged to pay the Customer an amount not exceeding 10% of the total annual Fee ("**Maximum Indemnity**") by way of compensation for the damage suffered thereby. The Maximum Indemnity shall be recognised only after ascertaining any breaches that have occurred in the relevant calendar year of the Agreement and shall include all damages arising from breach of law or contract and any penalties, price refunds and costs that InfoCert is obliged to pay to the Customer.
- 8.6 No action may be commenced by the Customer after 9 (nine) months from the date on which the Agreement was terminated or ended, under penalty of forfeiture.
- 8.7 If the Customer (and/or the User) engages in actions constituting infringement of IP Rights of a third party, the Customer (if applicable, also on behalf of the User) shall indemnify and/or hold InfoCert harmless against any damages or expenses (including legal fees and costs) that the latter incurs as a result of the third party's claims.
- 8.8 The Customer, also on behalf of the User, agrees to indemnify and hold InfoCert harmless against any loss, damage, expense, cost or other charge that it may incur as a result of its (and/or the User's) actions or claims made by third parties in connection with the performance of this Agreement for actions attributable to the Customer and/or the User.

9. AUDIT

- 9.1 InfoCert or a party appointed thereby has the right to perform self-assessment audits and/or on-site audits on the Customer's premises in order to ascertain compliance with the measures regarding security and the processing of personal data, as well as to check full compliance with the provisions of this Agreement and the relevant Annexes ("**Audits**").
- 9.2 In the event of an audit, the Customer hereby agrees to cooperate with InfoCert and the parties it appoints, promptly providing all the information requested and explaining its organization's processes. In the event of critical issues arising during the Audit, for the purposes of this Agreement InfoCert reserves the right at its own discretion to request further investigations, possibly even carried out by specialized third-party companies.
- 9.3 If upon completion of its investigation InfoCert finds in its own unquestionable judgement that the Customer has not complied with the provisions of this Agreement, the Customer agrees to comply with the directions and instructions provided by InfoCert with a warning to comply pursuant to art. 1454 of the Italian Civil Code within the time specified thereby. If the reasonable period of time imposed by InfoCert expires without compliance, this Agreement shall be deemed to have been terminated in accordance with Article 14 below.

10. DURATION

- 10.1 Unless otherwise agreed, this Agreement shall have a duration of 12 months ("**Duration**") from the date it is signed.
- 10.2 Unless otherwise agree, upon expiry, this Agreement shall be automatically renewed for periods of 1 (one) year each, unless otherwise written communicated by one Party to the other by registered mail with acknowledgement of receipt at least 90 (ninety) days prior to the expiry of the Agreement.

11. FEES

- 11.1 The Customer agrees to pay the fees in accordance with the provisions of the Commercial Offer ("**Fee(s)**").
- 11.2 The Fees shall be due by the Customer upon the purchase of the Service and/or License through AWS via the Marketplace in accordance with one of the available payment methods.
- 11.3 Accordingly, the Customer will be invoiced by AWS in line with their agreement with AWS - whereby AWS will remit fees to InfoCert. Unless otherwise agreed between the Parties, all amounts referred to in the Agreement are payable in Euros.
- 11.4 All payments are nonrefundable and noncancelable, except as otherwise expressly stated in this Agreement.
- 11.5 In the event of non-payment of the Fees owed when due may result in InfoCert terminating this Agreement in accordance with the subsequent Article 14 below, or suspending or temporarily disabling Customer's access to the Service in part or in full. The Customer acknowledges that InfoCert is under no obligation to provide any access to the Service and/or License until all relevant Fees are paid in full.
- 11.6 The Parties agree that the Fees are subject to annual updates in accordance with the ISTAT consumer price index for blue- and white-collar households applied as from 31 January of each year following the year of the statistic.

11.7 All Fees payable by the Customer for the purchase of a License and/or Service through the AWS Marketplace shall be made in full, without any deduction or withholding for taxes, duties, or similar charges, except as required by applicable law. If the Customer is required by law to deduct or withhold any amount as withholding tax or other similar tax from any payment due under this Agreement, the Customer shall: (i) timely payment to Tax Authorities – promptly remit the full amount of such tax to the appropriate tax authority in accordance with applicable laws; (ii) provision of evidence – provide InfoCert with an official receipt or other valid documentation evidencing the payment of such withholding tax; (iii) Gross-Up Obligation – pay an additional amount to ensure that InfoCert receives the full fee as if no withholding tax had been applied; (iv) indemnify and hold harmless InfoCert from any liability, interest, penalties, or claims related to the withholding tax on payments due under this Agreement. Notwithstanding the foregoing, InfoCert may provide the Customer with a valid tax exemption certificate or other documentation to reduce or eliminate such withholding tax, to the extent permitted by applicable tax laws.

12. PRIVACY

12.1 By signing this Agreement, the Parties agree and mutually inform each other to ensure that all personal data supplied directly by the Parties or which come into their possession during the term of this Agreement and in any case connected with this Agreement relating to their own personnel or contractors or third parties shall be subject to automated or manual processing exclusively for the management and administrative purposes related to the fulfilment of contractual and legal obligations. To this end, in its capacity as data controller of the data provided by the Customer, InfoCert informs the latter that the relevant personal data shall be processed for the purposes and in the manner set out in the privacy policy on the website www.infocert.it, which the Customer declares to have read.

12.1.1 The provision of data as set out in the preceding paragraph is necessary for the fulfilment of the aforementioned purposes, and failure to provide them will make it impossible to fulfil all or part of these purposes. The data shall be used by the Parties only in the manner and according to the procedures necessary to pursue the stated purposes. The Parties declare and mutually acknowledge that, with regard to the processing of personal data referred to in this Article, data subjects shall be able to exercise their rights under Articles 15-22 of Regulation (EU) 2016/679.

12.1.2 For the purposes of this Agreement if, according to the product or the Service, InfoCert processes personal data on behalf of the Customer and based on the manner of provided/used of the same, the Parties will accept a separate data processing agreement pursuant to **Annex C - DPA**.

12.2 At the InfoCert Data Centre, specific hardware is made available for the management of the Customer's data, necessary for the provision/use of Services and/or Software.

12.2.1 The Data Centre is organized and administered in compliance with the applicable laws on security measures and equipped with appropriate logical and physical protection systems to prevent unauthorised access. The security rules are autonomously established and implemented by InfoCert. Specifically, they may be amended in order to be brought in line with any changes to the provisions set out in Regulation EU 679/2016, and subsequent legal and regulatory provisions on personal data security.

12.2.2 The Customer acknowledges and accepts that InfoCert uses third parties duly appointed as data processors for the provision of cloud-based data storage services, on servers located within the EU and operating in full compliance with the law on the processing of Personal Data. Further information on the aforementioned third-party data processors can be obtained from InfoCert by writing to richieste.privacy@legalmail.it.

13. CONFIDENTIALITY

- 13.1** For the purposes of this Agreement, “**Confidential Information**” shall mean any information concerning but not limited to basic content, content, branding, computer programs, code, algorithms, names and skills of employees and self-employed persons, know-how, formulas, processes, ideas, inventions (whether patentable or not), schemes and other technical, business, financial and development plans, forecasts, strategies, prices, profits, margins, list or details of customers, whether individually or collectively, and other non-public information. Each Party agrees to keep the Confidential Information relating to the other Party confidential to the same extent as it protects its own Confidential Information, and to use such Confidential Information only to the extent strictly necessary for the performance of its obligations under this Agreement.
- 13.2** These restrictions on the disclosure and use of information shall remain in force for five (5) years following the termination or cessation of this Agreement.
- 13.3** This without prejudice to the possibility of a Party disclosing such information to third parties following an order of the court or public authority and after having informed the other Party where possible.
- 13.4** In the event of unauthorized disclosure of Confidential Information, InfoCert reserves the right to protect its rights in any appropriate venue.

14. SUSPENSION. TERMINATION. WITHDRAWAL

- 14.1** InfoCert has the right to suspend and/or cease providing the Software and/or Service and/or block the Customer's (and/or User's) access thereto, when:
- (a) It has reasonable grounds to believe that an event has occurred, even for reasons not attributable to the Customer, that could jeopardise the security of the information and data contained in the Software and/or Services. The suspension may last until InfoCert deems the above risk to have been justifiably eliminated, without the Customer being able to make any claim in this respect.
 - (b) in the event of improper use of the Software and/or Services or to prevent access to the documents and/or data contained therein by the Customer and/or User, giving appropriate notice of the offence to the competent authorities where applicable.
 - (c) It becomes aware of a breach of one or more of the prohibitions set out in this Agreement or is expressly requested to do so by a court or administrative body competent in the matter under applicable law.
 - (d) The limits of use set forth in this Agreement are exceeded or if situations arise that may jeopardise the security of the Service and/or the Software.
- 14.2** In the aforementioned cases, except in the event of Force Majeure and/or by order of a public authority, InfoCert shall notify the Customer by email – sent to the address specified pursuant to

art. 21.1 – of the reasons for the adoption of the measures set out therein, and shall be entitled to terminate this Agreement without prior notice and without being liable for any compensation, and without prejudice to any other action for compensation against the party responsible for the breach.

- 14.3** Except as specified in the following paragraphs, if the Customer is in breach of an obligation under the Agreement and fails to remedy such breach within 30 (thirty) days after receipt of a notice to perform pursuant to Art. 1454 of the Italian Civil Code sent by InfoCert and containing a description of the breach and an invitation to perform within that period, this Agreement shall be deemed to be terminated as of right.
- 14.4** InfoCert shall be entitled to terminate this Agreement by right pursuant to art. 1456 of the Italian Civil Code by written notice to the Customer if the latter breaches the following articles: art. 1 (Scope); art. 2 (Obligations and warranties of the Customer); art. 7 (Intellectual Property); art. 12 (Privacy); art. 13 (Confidentiality); art. 18 (Anti-Mafia and anti-corruption regulations); art. 19 (Italian Legislative Decree 231/2001 and Code of Ethics).
- 14.5** Either Party may withdraw with immediate effect if the other Party (i) is declared bankrupt or subject to insolvency proceedings, or files for bankruptcy or insolvency proceedings, (ii) has resolved to wind up and/or go into liquidation.

15. CONTRACT AMENDMENTS

- 15.1** Any amendment shall only be valid and effective if agreed to by the Parties in writing. Any change shall be communicated by InfoCert in writing and shall take effect as from the 30th day following the date of receipt of the communication by the Customer, unless the latter decides it does not wish to accept such change and therefore wishes to withdraw, notifying InfoCert thereof.

16. POST-CONTRACTUAL OBLIGATIONS

- 16.1** Where applicable and subject to written agreement on the economic terms and conditions, in the event of termination of this Agreement the Parties agree to cooperate in good faith in order to ensure the orderly handover of the data and documents covered by this Agreement and/or whatever is necessary to ensure the continuity of the Service to the Customer or to another supplier designated by the Customer.
- 16.2** In the event of failure to do so, InfoCert shall deposit such data and documents in the Customer's designated area for a period of 60 (sixty) days following the termination of this Agreement for the Customer to download them in the format defined by InfoCert. After this period, InfoCert shall be free to delete such data and documentation.
- 16.3** Without the provision of appropriate consideration, under no circumstances shall InfoCert be obliged to transfer the data to the Customer or third parties in a format other than the one defined by InfoCert or to interface with the computer systems of third parties specified by the Customer.

17. JURISDICTION

- 17.1** This Agreement is governed by Italian law.

17.2 In the event of any dispute arising out of or in connection with this Agreement, its interpretation, effectiveness, performance or termination, the Parties shall have the right to pursue an amicable settlement among themselves within 30 (thirty) days of the beginning of the dispute.

17.3 Should the attempt at conciliation under 17.2 above prove unsuccessful, each Party shall have the right to take action on its own behalf. In this case, the Parties acknowledge and establish by mutual agreement that any dispute arising in connection with this Agreement and/or related contracts/implementing orders, including those relating to its validity, interpretation, performance, and termination, shall be subject to the exclusive jurisdiction of the Court of Rome.

18. Anti-Mafia and anti-corruption regulations

18.1 In the performance of this Agreement, the Customer agrees to comply for itself and for its agents and/or employees and/or contractors with the Anti-Mafia and Anti-Corruption regulations in accordance with the respective provisions of Italian Legislative Decree no. 159/2011 and Italian Law no. 190/2012 as amended and supplemented ("**Anti-Mafia and Anti-Corruption Regulations**").

18.2 The Customer further declares that no grounds for prohibition, suspension or disqualification envisaged in Article 67 of Italian Legislative Decree no. 159/2011 exist with respect to itself or its appointees and/or employees and/or contractors.

19. ITALIAN LEGISLATIVE DECREE 231/2001 and Code of Ethics

19.1 In the performance of this Agreement, the Customer agrees for itself and for its agents and/or employees and/or contractors to fully and strictly comply with Italian Legislative Decree no. 231/2001 as amended as well as the "231 Model" and the Code of Ethics adopted by InfoCert, which are available on the institutional website, to be considered an integral and essential part of this Agreement.

19.2 It is expressly understood that in the event of a breach by the Customer of any of the obligations referred to in this Article, InfoCert shall be entitled to terminate the Agreement by simple written notice pursuant to Article 1456 of the Italian Civil Code.

20. ASSIGNMENT

20.1 This Agreement may not be assigned by the Customer without the prior written consent of InfoCert.

20.2 It is understood by the Parties that subsidiaries of the Customer as defined pursuant to Article 2359 of the Italian Civil Code and/or companies that the Customer is a subsidiary may access this Agreement subject to prior written authorization by InfoCert.

21. MISCELLANEOUS

21.1 The Parties shall communicate through the following addresses:

- If directed to InfoCert: InfoCert S.p.A., Piazzale Flaminio, 1/B Rome; PEC certified email: infocert@legalmail.it
- If directed to the Customer: to the addresses specified in the Agreement.

If one of the Parties changes its address, it shall notify the other Party in writing of the new address and the date it becomes effective. Failing this, any communication sent to the above addresses shall be deemed to have been delivered, even in the event of a failed delivery attempt.

21.2 Each Party shall be released from liability and exempted from its obligation to perform for as long as and until it is prevented from fully or partially performing by the occurrence of a Force Majeure event (for example war, popular uprisings, strikes or measures taken by judicial authorities, inefficiencies of the electricity grid operators, actions of third parties or other causes beyond the reasonable control of the Party(ies) that prevent all or part of the operation). In such cases, failure to provide the Services and/or Software shall not constitute a breach or grounds for suspension of payments or termination of this Agreement. The Party who has become aware of an event caused by Force Majeure shall immediately notify the other Party in writing and the Parties shall meet immediately in order to agree on any remedies with a view to the prompt restoration of the normal operation of the Services and/or performance of the services under the Agreement, as the case may be.

In any case, should an event caused by Force Majeure prevent the normal operation of this Agreement for a period of more than 60 (sixty) days, each of the Parties shall be entitled to terminate the Agreement by notifying the other Party in accordance with article 21.1. and without any compensation or loss of earnings being due to the latter, without prejudice to InfoCert's right to the Fee for activities already carried out and for those that are still necessary.

21.3 Should any provision of this Agreement be declared invalid, both Parties shall be released from all obligations arising from such provision, without such invalidity affecting the other provisions of the Agreement. As far as possible, the clauses declared null, and void shall be automatically replaced by new clauses of equivalent content pursuing the same purposes as the clauses declared null and void.

22. CHANGE OF CONTROL

22.1 If the Customer is subject to a change of control, the Customer agrees to inform InfoCert in advance, which may reserve the right to terminate this Agreement following notification.

23. COMPLAINT AND DISPUTE RESOLUTION PROCEDURES

23.1 We inform you that, for any complaints, it is possible to contact InfoCert directly, by writing to the [address reclami@infocert.it](mailto:address.reclami@infocert.it) or by activating the procedure easily accessible at the following link: <https://help.infocert.it/reclami/> , from which it is possible to send a complaint online, by filling in a standard form.

23.2 Pursuant to EU Regulation no. 524/2013, for the resolution of disputes relating to online contracts and services offered online, we also point out the possibility of resorting to the Online Dispute Resolution (ODR) procedure, which can be reached at the following link: <https://webgate.ec.europa.eu/odr/> .

List of Annexes:



Annex A - Technical Annex
Annex B - Commercial Offer
Annex C - DPA