



General Terms and Conditions IdSurvey OnPremises

The Italian Private Limited Company IdWeb S.r.l., from now on also "IdWeb S.r.l." with registered office in Città di Castello 06012 (PG) Italy, at Viale Romagna 69/a, VAT n. 02607970544 (Economic and Administrative Index REA n. PG-228909, paid-in capital € 10,500.00), via the Chairman of the Board of Directors and pro-tempore Legal Representative Andrea Martinelli, born in Città' di Castello (PG), on 10.06.1976

1. Premise

These General Terms and Conditions IdSurvey OnPremises, from now on also the "Contract" or "EULA", define the terms and conditions under which "IdWeb S.r.l.", and from now on also "Provider", allows the End User/s (or client/s) to use its IdSurvey OnPremises.

"IdWeb S.r.l." is a Software House which created and developed the application software named "IdSurvey" from now on also referred to as "Software".

The Client by signing these General Terms and Conditions IdSurvey OnPremises, (End User License Agreement or EULA), declares to be the owner and/or pro-tempore legal representative of the Company/Firm, also referred to as "Client", and to have the authority to sign this contract.

The "Client" declares to be a professional as per Italian Legislative Decree n. 206/2005 and undertakes to use all products exclusively for professional purposes and/or for performing professional activities/enterprises.

This premise is an integral and substantial part to this "Contract" - "EULA"

2. Definitions

The terms used in this "Contract" and/or in the documents attached to it, have the following meanings:

- A. **IdSurvey:** the software entirely created and developed by "IdWeb S.r.l." for the management of market research and "Client" satisfaction surveys. It consists of 3 modules (CATI, CAWI and CAPI) that can operate independently or in combination with each another.

- B. **OnPremises:** a non-exclusive license to use the Software (all three modules or only some of them) installed on a server owned by the "Client" also possibly referred as "you".
- C. **Professional:** the natural or legal persons performing business activities, in trading, as craftsmen and/or in other fields requiring specific skills and knowledge, or intermediaries.
- D. **Purchase or Rental of the CATI user license:** the user license can be granted for one year in case of rental, or perpetually (permanent license) in case of purchase, as specified in the Offer.
- E. **CATI tokens consumption-based packs:** the user license can also be granted via pay-as-you-go packs of daily tokens. The number of tokens available in the pack is specified in the offer. A token enables the user to log in to the CATI system. One token is deducted for each user who accesses the CATI system. The token license expires at midnight of the day of access. If the user for whom the token has been deducted (or a substitute for the user) effects multiple log-ins on the same day, this shall result in only one more token being deducted (from the total).
- F. **Consumption-based packs of CAWI and CAPI interviews:** the user license can also be granted through pre-paid consumption-based packs of interviews. The consumption-based pack consists of a credit of interviews as specified in the Offer. One credit is deducted for each completed interview.
- G. **Client Account:** the access codes (username and password) assigned to the "Client" to access the Software. There are two different types of accounts: the "Administrator" account and the CATI or CAPI "Interviewer" account. "Administrator" is the user who accesses the control panel and defines the tasks to be performed. CATI or CAPI "Interviewer" is the user performing those tasks. For CATI modules, the number of interviewer workstations required by the "Client" is the variable that each time determines the price for the Software user license. After their assignment, the access codes can be changed by the "Client" autonomously.
- H. **Third-party providers:** the providers of digital services bought by "IdWeb S.r.l." and necessary to carry out the activities strictly related to the provision of services to the "Client".

- I. **Client's user interface:** the screens/pages dynamically created by the Software following the logic based on the conditions set by the "Administrator" user and that use the data included in the database set up by the "Client."
- J. **Maintenance Service:** consists of (i) providing the "Client" with (enhancing) release updates of the Software, (ii) providing technical assistance to repair any Software malfunction (iii) Basic Support (see under L).
- K. **Maintenance Service fee:** the price that the "Client" pays and must pay (under this contract) to "IdWeb Srl", for the Maintenance Service that "IdWeb S.r.l." provides to the "Client" 's advantage.
- L. **Basic Support:** consists of assisting with the solution of general training problems. Basic Support grants the "Client" free support. Basic Support grants the client updates and bug fixes and free access to any knowledgebase, training, handouts and guides.
- M. **IdSurvey Materials:** information in digital form related to logos, data, attachments, which may appear while the use of the Software, either in administrator or operator mode;
- N. **Offer:** the order form through which the "Client" confirms the intention to purchase the users' license to the Software, including any maintenance service. The "Client" can also opt for additional services (such as, for example, advanced support, customization services, computerization of questionnaires, etc.) which are provided on clients' direct requests and whose costs are calculated separately. The software modules purchased by the client (CATI/CAWI/CAPI) are always listed in the offer with the relevant numbers of interviewer stations licensed for each offer or/and the number of prepaid consumer interviews or tokens. A user license to the software may be granted in one or more of the following ways: A. CATI perpetually - (permanent license); B. CATI for a fixed-term - (rental); C. CAWI and CAPI through consumption-based packs of interviews; D. CATI through Tokens consumption-based packs.

3. Object of contract

The following can be part of the "Contract" with "IdWeb S.r.l.":

- A. the non-exclusive user license for the Software;

- B. the maintenance service of the above according to the requirements described below, and everything as better specified in the Offer.

3.1. Non-exclusive Software User License.

"IdWeb S.r.l." gives a non-exclusive user license to the "Client" for the Software, in its various components (software, technical documentation, etc.). The Software and its various components are and shall remain the exclusive property to "IdWeb S.r.l." or its providers, since it is only their use that is given to the "Client"

3.2. Software Maintenance Service.

"IdWeb S.r.l." also undertakes to provide a maintenance service of the Software to the "Client", if this is required in the offer. When so, the service shall be mandatorily provided during the first year of the contract, while in the years following the first contract's expiry's date, the service shall be provided only if the Client has not cancelled for it (as per Art. 4.1.5 of these General Terms and Conditions).

The Software Maintenance Service includes:

- A. ordinary and extraordinary maintenance of the Software;
- B. software updates;
- C. basic Support;
- D. technical interventions to repair of the Software, with malfunctions, which are not due to the Client's negligence, but are directly and clearly attributable to the Software.

As for the service referred (in this paragraph 3.2) by letter C, "IdWeb S.r.l." undertakes to intervene within a maximum of 48 (forty-eight) working hours from the date of receipt of the request for support.

All requests for intervention must be submitted to "IdWeb S.r.l." through Client's dedicated area for assistance/support.

The maintenance service shall be normally provided through remote access to the server that runs the software. If this is not possible and it is therefore necessary that "IdWeb S.r.l." technicians go to the premises where the server is located, the "Client" shall pay "IdWeb S.r.l." for the costs of the "IdWeb S.r.l." technician(s) on site assistance, for their travel expenses (whatever the means of transport used, car, train, plane, etc.), as well as any cost for food and accommodation. Costs for food and accommodation shall be met by the Client only when the assistance necessary exceeds 4 (four) working hours).

4. Duration

For the duration of this , please refer to the Offer. The duration can be perpetual (permanent license) if purchased or for a fixed term when rented, (and when) consumer packs and Token (are purchased).

4.1. Perpetual (Purchase of Permanent User License):

4.1.1 The Parties agree that this Software License Agreement shall become effective on the day on which the offer is signed.

4.1.2. IdWeb S.r.l. can unilaterally terminate the non-exclusive user license agreement only in the scenarios envisaged by Article 13 of this Agreement.

Maintenance Service Fee and Duration.

4.1.3. The maintenance service fee (its payment) is mandatory for the first year under this Software Licensed Agreement.

4.1.4. The maintenance service (mandatory for the first year) and the related fee shall be automatically renewed by terms of 12 (twelve) months each time, unless the "Client" cancels for the maintenance service by giving notice, through registered mail with registered receipt. This cancellation must be received by "IdWeb Srl" at least 60 (sixty) days before the day on which the service automatically renews.

4.1.5. Cancellation of the maintenance service entails losing right to the service and all its resulting benefits. Should clients wish to receive software future updates, they shall have to require the maintenance service again and pay for all outstanding fees or purchase a license for the software latest version.

4.2. Fixed term (Rental), pay-as-you-go packs and Tokens:

4.2.1. The Parties agree that this Contract shall have the duration indicated in the Offer (as defined by the fixed terms or modules purchased), starting from the date of activation of the Software.

4.2.2. In case of annual rental, at the "Contract" expiry's date, this shall be automatically renewed for the same term, unless cancelled by one of the Parties by registered mail with registered receipt, which must be received by the addressee at least 60 (sixty) days before the "Contract" expires, and unless otherwise agreed in writing by the Parties and while the "Contract" is still effective.

4.2.3. Consumer packs and tokens can be used within one year from the date of purchase. After that term, any interview credit left in the consumer pack or token automatically expire and shall not be usable anymore.

Maintenance fee and duration

4.2.4. The maintenance service in the Software user license for a fixed term (Rental), consumption packs and tokens, is included in the license/s price.

5. Return of Programs and Penalty Clause

5.1. Within the mandatory period of 10 (ten) working days from the termination of this "Contract", irrespective of what caused its termination, the "Client", at bearing all costs for this, shall return to "IdWeb S.r.l." all software and non software items previously received and erase any additional copies of the Software that might have remained with the "Client".

5.2. Should the mandatory period of 10 days, as above indicated, expire without the "Client" complying as per clause 5.1. above, under this "Contract", "IdWeb Srl" shall be entitled to € 1.000.00 (one thousand euros) from the "Client", in forfeit, not reducible in court, and for each day of delay in returning what is to be returned, while also preserving the right to claim for any further damage that any such delay may also cause.

6. Fees - Software User License Fee

6.1. the fee for the Software User License shall be agreed by the Parties, with applicable vat going on top, and set down in the Offer. The relevant fee shall be paid in the ways specified by the Offer.

6.2. The aforementioned fee, once invoiced, shall be paid by the "Client" as set down by the Offer signed by the "Client".

Fee for Software Maintenance Service

6.3. Whenever a perpetual user license (perpetual license purchase) is opted for, the fee for the Maintenance Service shall be indicated in the Offer and be accounted for separately from the software user license fee, even in the first year, when payment for such a maintenance service is mandatory.

7. "IdWeb S.r.l." 's Obligations

Delivery of the Software

Within a maximum of thirty days from the signing of this "Contract", "IdWeb S.r.l." shall install the Software at the server indicated. This server must be reachable through remote access. The Software shall be provided with a virtual machine configured and ready for use in VMware or Citrix compatible formats. For reasons of security and stability of the service in no circumstance shall user credentials be provided for access to the virtual machine.

8. "IdWeb S.r.l." 's Rights

8.1. The "Client" hereby grants "IdWeb S.r.l." and its Third Party Providers the broadest right to use, copy, transmit and display: (a) any data, information or other materials provided by "Client" to "IdWeb S.r.l." while using the Software (Client's Data), but limitedly to the extent necessary for providing the Software and its related materials to the "Client"; (b) the trademarks that the "Client" shares with "IdWeb S.r.l." for their being included in the client's user interface within the Software ("Client Trademarks").

8.2. Moreover, the "Client" is aware hence formally undertakes to inform any third party of the processing of the "Client" 's data as to make sure that such thirds party have given their consent to such processing, in line with current legislation for the protection of Personal data. The "Client" shall be the only (subject) responsible for the accuracy, quality, completeness, legitimacy, reliability, suitability of all "Client" data and relevant copyrights.

9. Client's Rights

The "Client" is entitled to use the Software modules and the associated quantities of licenses, prepaid packages and tokens as specified in the subscribed Offer(s).

10. Client's Obligations and Penalty Clause

10.1. The "Client" expressly undertakes:

- A. not to copy the Software or any part thereof or any related document for third parties, whether for free or for a fee;
- B. not to modify, adapt, translate, decompile, disassemble, and perform any reverse engineering operation to discover the Software source code, considering that "IdWeb S.r.l." is available, on a simple request coming from the "Client", to share all the information necessary for interoperability with other programs independently created by third parties;
- C. not to release or sell the whole, or parts, of the Software to third parties;
- D. not to assign this written agreement, whether fully or partially, to any third party;
- E. not to use the Software for any illegal purpose and/or anything that could encourage third parties to engage in illegal conducts that could result in administrative liability or criminal offence;
- F. not to engage in any conduct involving violation of industrial and/or intellectual property rights of "IdWeb S.r.l." or third parties.

- G. (to grant that) the maximum number of users who can simultaneously use the IdSurvey Software shall not exceed the number of the Operator Workstation Licenses purchased by the "Client", as set in the Offer(s);
- H. not to grant user license, or sell, rent, transfer, assign, distribute, release nor commercially exploit or make available to third parties, either the IdSurvey Software or the IdSurvey Materials, except for what third parties, as authorized by the "Client", must be allowed to use to perform the "Client" 's questionnaires,
- I. not to modify, or derive works, decompile, reverse compile or operate any part of the IdSurvey Software or IdSurvey Materials, or access the IdSurvey Software or IdSurvey Materials to device a similar or competing product or service;
- J. without prejudice to what already established, no part of the IdSurvey Software or IdSurvey Materials shall be copied, reproduced, distributed, republished, "downloaded," displayed, posted, or transmitted in any manner or by any means, including, but not limitedly to, electronic and mechanical means, photocopying, recording and so on;
- K. not to release to any third party, any analysis of the IdSurvey software, including but not limitedly to the results of performance tests, without the prior written consent of "IdWeb S.r.l.";
- L. to use due attention and consideration to prevent unauthorized third parties from accessing the IdSurvey software;
- M. the "Client" is aware of and acknowledges that "IdWeb S.r.l." or its third party providers reserve all rights, property and interest on intellectual creations (including all their derivatives and improvements) relating to IdSurvey Software and IdSurvey Materials, as well as on any suggestion, request for improvement, feedback, advice or any other information provided by the "Client" or any other party, relating to IdSurvey software or IdSurvey Materials.

10.2. When opting for an OnPremises user license, the "Client" shall provide the hardware and system software necessary to operate the IdSurvey Software.

10.3. Any violation of the obligations listed under clause 10.1. above, shall give "IdWeb S.r.l.", in addition to the right to terminate the Contract pursuant to and for the effects of Art.13, the right to a sum in forfeit, not reducible in court, of

€ 10,000.00 (ten-thousand euro) for each act violation, without prejudice to compensation of the greater damage, when suffered in consequence of such violation/s.

11. Client's liability and indemnity clause

11.1. The "Client" takes any and all responsibility for the selection of the Software and its corresponding to the "Client" 's specific needs.

11.2. The "Client" declares to have chosen the Software on information as available on the market.

11.3. The "Client" is under the obligation to indemnify and hold harmless "IdWeb S.r.l." from any claim for cost or expense that "IdWeb S.r.l." may incur into, as well as from any claim for damages from third parties, whenever the "Client" does not meet the clients' obligations set down by this "Contract" and in particular those indicated under Art.10 and Art.16.

12. Communications

12.1. To be considered correctly sent, and consequently producing the legal effects established in this "Contract", the communications that each Party is required to make to the other must be sent in writing, by certified mail with return receipt, to the addresses indicated by the Parties in the Offer, which are to be considered the respective domiciles.

12.2. Each Party shall promptly inform the other of any change of address. It is therefore excluded that, in the absence of such a notification, the negligent Party may have the right to question the validity of a notification that the other Party, in good faith, at not knowing the new address, would have sent to the previous domicile.

13. Express Termination Clause

The Parties declare and mutually acknowledge that this Contract shall be terminated by law, under the provisions of Art. 1456 of the Italian Civil Code, when

a Party refers to this clause, which can be done in any of the following circumstances:

- A. "IdWeb S.r.l. " has not provided the Software on the date and with the characteristics agreed in the offer.
- B. the "Client" has not paid the agreed fees by the deadline set down in the Offer;
- C. the "Client" has failed to meet all or any of the obligations set down in Art. 10 and Art. 16 (of this "Contract");
- D. should the other Party be declared bankrupt or enter a company voluntary arrangement, in cases of receivership or of other insolvency proceedings.

14. Personal Data Processing

Personal data processing shall be carried out in compliance with Legislative Decree no. 196/2003 and GDPR 679/2016. Please refer to the document attached to this "Contract" for this specific subject.

15. Final Provisions

15.1. The Parties to this "Contract" are and intend to remain independent contractors. It remains understood that this "Contract" shall not set up, between the Parties, nor will it ever do so during its execution, any mandate, representation, partnership, dependence, collaboration, association and other similar or equivalent legal obligations by which the responsibility of one Party for its own actions and/or defaults becomes or may become mutual.

15.2. The provisions in these General Terms and Conditions IdSurvey OnPremises cancel and substitute any understanding or agreement, verbal or not, that may have been previously reached between the Parties on the Object of this "Contract", and are the current and overall expression of the parties respective intentions as for the "Contract" 's Object.

15.3. No modification to this "Contract" will be valid and effective between the Parties unless expressly approved in writing by both. It is therefore excluded that

any modification of any article or clauses can be concluded verbally and proved through witnesses.

15.4. under no circumstance, shall the tolerance of one Party in front of the violation, of any provision in this Contract by the other Party, even if repeated, shall ever entail that any such violated provision may be considered tacitly abrogated. Therefore, it is excluded that the sufferance of one Party, even if extended over time, hence its non exerting or enforcing a certain right on the other, shall ever be tantamount to a waiver of such a right, or of the right to demand, at any time, the exact fulfilment of the obligations set down in this "Contract".

15.5. In the event of invalidity and/or inefficacy, in whole or in part, of any provision or clause of this "Contract", the Parties hereby undertake to negotiate in good faith so as to ensure that such a provision or clause may be replaced by one that is valid and efficacious and which shall have the same substantial effects of the other as for the object and purpose of this "Contract."

16. Confidentiality clause

16.1. All data and information, including those passing through the data processing equipment, that the "Client" acquires or comes across with, fall under a confidentiality clause hence the "Client" shall, by no means, share any of them unless this is strictly necessary to the execution of this "Contract" and the "Client" shall also prevent any third party from using them, unless their use is previously authorized in writing by "IdWeb Srl." .

16.2. The confidentiality clause above applies to all materials prepared and provided by "IdWeb Srl" to the "Client" in executing the Contract.

16.3. The "Client" shall make sure that its employees, consultants and collaborators act under this confidentiality clause and has direct responsibility for this.

16.4. Non-compliance with this confidentiality clause, gives "IdWeb Srl" the right to terminate this contract by law in line with Art. 13 above, without prejudice to "IdWeb Srl" claiming compensation for all those damages that it may have suffered in consequence of the "Client" 's misconduct.

17. Governing Law

17.1 This Contract is governed by Italian Law and it is written in the Italian language in its original. When in doubt on the interpretation or translation into different languages, the Italian version prevails.

17.2 This contract falls exclusively under Italian jurisdiction.

18. Disputes and Jurisdiction

The parties hereby agree that for any controversy possibly arising between them, on the validity, interpretation or execution of this contract, the FORO DI PERUGIA, (Perugia's courts - Italy), have exclusive competent jurisdiction. Whereas Tribunale delle Imprese (the Courts for Companies Matters) has competent jurisdiction over any controversy relating to intellectual or industrial property rights.

Attachments:

1 - Economic Offer;

2 - Agreement on personal data processing (GDPR designation)

The Attachments above form an integral and substantial part to this Contract.

Read, approved and signed

(in) Città di Castello, as at (date) 10/12/2020

IdWeb S.r.l.



The "Client" declares to have read and to agree to these General terms and conditions IdSurvey OnPremises.

Read, approved and signed in acceptance

(in) _____ as at (date) ____/____/____

the Client _____

Under the provisions of Art. 1341 and 1342 of the Italian Civil Code, the "Client" declares to have read these "General Terms and Conditions IdSurvey OnPremises" and to specifically approve the following articles: Art. 5 Return of Programs and Penalty Clause Art. 6. Fees - Software User License Fee Art. 7. "IdWeb S.r.l." 's Obligations Art. 8. "IdWeb S.r.l." 's Rights Art. 9 Client' s Rights Art. 10 Client's Obligations and Penalty Clause Art. 11 Client's Liability and Indemnity Clause Art. 13 Express Termination Clause Art. 14. Personal Data Processing Art. 15. Final Provisions Art. 16. Confidentiality clause Art. 17. Governing Law Art. 18. Disputes and Jurisdiction.

the Client _____