



General Terms and Conditions IdSurvey OnCloud

The Italian Private Limited Company IdWeb S.r.l., from now on also "IdWeb S.r.l." or "Provider", with registered office in Città di Castello 06012 (PG), at via Venturelli 11/h, c.f. (Tax Identification Number) and VAT n. 02607970544, via its pro-tempore legal representative Andrea Martinelli:

premise:

- A) These General Terms and Conditions (also referred to as "Contract") set down the terms and conditions under which "IdWeb S.r.l." provides Managed Services and Cloud Computing to the Client;
- B) "IdWeb S.r.l." has created a single information system (platform) ready and usable in the Cloud, with characteristics as per the specifications listed in the attachments;
- C) The Client intends to use the above services;
- D) The Client declares to be the owner and/or pro-tempore legal representative of the Company, individual or not, also referred to as "Client" hence to have the authority to sign this Contract;
- E) The Client declares to be a professional as per Italian Legislative Decree n. 206/2005 and undertakes to use the service/s exclusively for professional purposes and/or to perform professional activities/enterprises;
- F) The Parties hereby agree that, in addition to the definitions of terms found in other articles, the phrases and terms listed hereafter have, for the purposes of this Contract, the meaning specified by each of the following entries:

Definitions:

Cloud Computing: the set of technologies that typically come in the form of a service offered by a provider to a client, to store/archive and/or process data (via CPU or software) through hardware/software resources distributed and virtualized on the Net.

Cloud Computing can be: public, i.e., with systems via which the service can be used in a shared mode by several users; private, i.e., with systems dedicated to one single client that can also be installed at the client's premises; hybrid, i.e., partly public and partly private.

Software as a service (SaaS): an application software distribution model where a software provider develops, operates (directly or through third parties) and manages a web application which the provider makes available to its clients via the Internet.

Platform as a service (PaaS): a distribution model of a system platform, typically composed of infrastructure, operating systems and middleware systems which is made available to clients via the Internet, and on which application software can be installed.

Infrastructure as a service (IaaS): a distribution model of a system platform typically composed of infrastructure, optionally with the operating system, which is made available to Clients via the Internet, on which system software, middleware and application software can be installed.

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

Access Key: a confidential user id and password through which the client and/or users can activate, access and use the Service.

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 "Interviewer" account CATI or CAPI. "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. Once assigned, the access codes can be modified by the Client autonomously.

Client: the person whose details are included in the Offer and that signs the Contract.

Parties: "IdWeb S.r.l." and the Client collectively

Users: the collaborators/employees authorized by the Client to use the Service.

Third party providers or subcontractors: 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.

Software or Program: the software program named in the Offer, exclusively owned by “IdWeb S.r.l.”, marketed by “IdWeb S.r.l.”, and whose use is granted to the Client through the Service.

Service: unless otherwise specified, the service of access and use of the Software or Program via the Internet, by means of a secure HTTP connection or by means of a secure connection, including the services referred to in the Offer.

IdSurvey: is the software owned by “IdWeb S.r.l.”, entirely created and developed by “IdWeb S.r.l.”, for the management of research, surveys, market research and client satisfaction. It consists of an administration module and n. 3 administering modules (the CATI, the CAWI and the CAPI) that can work independently or in combination.

OnCloud: the service offered through a Software (composed of all 3 three modules or only some of them) owned by “IdWeb S.r.l.” and installed in a server system of “IdWeb S.r.l.” (and specifically, in the “IdWeb S.r.l.” WAN instead of the Client's LAN).

Purchase of the CATI Service: the use of the Service is for one year when rented, or perpetually when purchased, and as specified in the Offer.

CATI Tokens Consumption-based packs (tokens): the service can also be used through daily token consumption packs. The number of tokens available in the packs is specified in the offer. A token enables the user to access the system. One token is deducted for each user accessing 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, logs in several times on the same day, this results in only one more token being deducted in addition to the first one.

Consumption-based packs of CAWI and CAPI interviews: the service can also be used through pre-paid consumption packs of interviews. This consumption-based pack consist of a credit of interviews that are to be carried out in the time span specified in the Offer. One credit is deducted for each completed interview.

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.

IdSurvey Materials: information in digital form related to logos, data, attachments which may appear while using the Software, both in the administrator mode and in the interviewer or CAWI user mode;

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 below).

Basic Support: consists of assisting with the solution of general training problems. Basic Support grants the Client free support via the online support area. Basic Support grants the Client updates and bug fixes and free access to any knowledge base, training, handouts, and guides.

Maintenance Service Fee: the price that the Client pays and must pay (under this contract) to "IdWeb S.r.l.", for the Maintenance Service that "IdWeb S.r.l." provides to the Client's advantage. The Maintenance Service Fee is included in the annual and daily CATI (token) licenses and in the CAWI and CAPI interview packages.

Contract: this contract.

Service Level Agreement: the set of parameters used to measure the level of Service provided by "IdWeb S.r.l.", as better described by attached Annex 1 "Service Level Agreement" (SLA).

Offer: the order form through which the Client confirms the intention to use and pay for the SERVICE, including any maintenance service. The Client can also opt for additional services (such as, for example, customization services, advanced support, etc..) which are provided on clients' direct requests and whose costs are calculated separately. Each offer for the software modules purchased by the Client (CATI/CAWI/CAPI) shows the specific number of licensed interviewer workstations and/or the detailed number of interviews with their relevant prepaid usage (quantities) or tokens.

The software can be provided in one or more of the following ways:

- A) CATI with no deadline;
- B) CATI for a fixed term;
- C) CAWI and CAPI through packs of interviews;

D) CATI through tokens packs

All of the above considered, the Parties hereby agree and confirm:

1. Object:

1.1. The premise and annexes are an integral and substantial part to this contract;

1.2. Object of this contract is the supply of the Service by "IdWeb S.r.l." to the Client, at the conditions set forth below, and in line with the metrics and specifications under Annex 1 attached (SLA).

1.3. The following can also be part of this Contract Object with "IdWeb S.r.l."

A) The use of the Software on Cloud which is subject to a fee;

B) Software Support/Maintenance, which is subject to a fee, according to the specifications below, and everything as better specified in the Offer.

"IdWeb S.r.l." also undertakes to provide Software Support/Maintenance to the Client if the Client so requires through the Offer. When the Client does, the said Service is provided for one year from the date of Contract whereas for those years following the contract first expiry's date, it is provided only when the Client has not cancelled its request for this assistance.

The Software Support/Maintenance includes:

A) Emergency maintenance of the Software;

B) Automatic software updates;

C) Assistance with the (educational) use of the Software; such assistance is measured in the set number of hours that the Client may choose to use; the number of these hours is generally specified in the attached Offer; when not, the number of hours made available (to the Client) is the one typically and diligently made available by "IdWeb S.r.l." in similar situations;

D) Basic support;

E) Technical interventions to repair 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 Software Support/Maintenance and letters C. and D above, "IdWeb S.r.l." undertakes to provide its support within a maximum of 48 (forty-eight) working hours from the date of receipt of the request for assistance/support.

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

1.4 Conclusion and Execution of the Contract

This Contract shall be deemed concluded and effective as of the date of signature by the Customer. The signature affixed by IdWeb S.r.l. to this document shall be deemed a prior signature for the purposes of the contractual proposal and shall not affect the commencement date of the Contract, which shall be determined in accordance with the preceding paragraph.

2. Service Scope

2.1. Within a maximum of 10 (ten) days from the signing of this Contract, "IdWeb S.r.l." activates the software with the configuration set down in the attached Offer on its cloud system.

2.2. Assignment of the Access Key - Activation and delivery of the Service: Within 10 (ten) days from the signing of the Contract, the Client gets an e-mail with the Access Key to activate and access the Service and use the Program as per the specifications of Attachment 1.

2.3. The Service is provided as per the specifications in the Attachments and the illustrative files provided by "IdWeb S.r.l.". that the Client expressly declares to have read and understood in its entirety. To keep the data inserted in the Program on record, the Client will have special storage areas on "IdWeb S.r.l." systems as per the instructions and specifications listed in the Attachments.

The Provider guarantees to European Clients that the servers hosting "IdWeb S.r.l." 's IdSurvey system and cloud services are placed within the European Union. For Non-European Clients, on their express request and for IdSurvey functionality issues, the servers hosting "IdWeb S.r.l." 's system may be placed outside the European Union.

3. Service Characteristics

The IdSurvey system shall comply with the constraints/objectives defined in the SLA. Availability of data: access to data and terms of continuity of service delivery are defined in the attached SLA sub 1.

4. Modifications of the Service Scope

No changes shall occur to what is defined by the annexes, with the exception of additional services based on ad hoc agreements and for which specific and separate fees shall be agreed.

4.2. The Customer acknowledges that the Software is subject to continuous updates and improvements. IdWeb may implement non-material technical and functional changes, including for purposes of security, maintenance, regulatory compliance, or product evolution, provided that such changes do not significantly impair the essential functionalities purchased by the Customer.

Any discontinuation or deprecation of non-essential functionalities may be communicated by publication in the knowledge base, in the reserved area, or on the official website, without the need for individual notice to the Customer, except in cases of urgency related to security requirements or legal obligations.

5. Payments of Fees - and Invoices

5.1. The price, determined according to the attached document (Offer att.2) referred to as OFFER, includes and remunerates all contractual services.

5.2. Any additional service, exceeding what thereby agreed, shall be paid in line with the "IdWeb S.r.l." 's price list.

5.3. Any payment shall be made in line with the terms for payments in the Offer already signed by the Client.

5.4. In the event of late payment, default interest shall accrue pursuant to Italian Legislative Decree No. 231/2002, in addition to reimbursement of any costs incurred for debt recovery.

6. Client's Obligations and Responsibilities

6.1. The Client undertakes to keep the Access Key secret and with the utmost care and diligence. the Client shall not give the Access Key to third parties for any reason whatsoever, nor, under any circumstance, grant access to the Service to third parties with the exception of Users.

6.2. The Client is personally responsible for damage caused to "IdWeb S.r.l.". and/or third parties, for improper use and/or loss of the Access Key, its being taken away or stolen, and, when so, used by third parties.

6.3. In case of theft and/or loss of the Access Key, the Client must give immediate written notification to "IdWeb S.r.l." through the support area, to allow its deactivation and replacement.

6.4. The Client is under the obligation to use the Service in full respect of all current laws and in line with Attachments' specifications and illustrative files supplied by "IdWeb S.r.l.".

6.5. It remains understood between the Parties that any cost relating to electrical, electronic or any other kind of equipment, software programs, telephone and/or network services as well as anything necessary to access and use the Service, is exclusively met by the Client.

6.6. It remains understood that the responsibility related to contents, data and information, personal or not, processed through the system, is exclusively the Client's; hence the Client shall indemnify "IdWeb S.r.l." for any possible economic sanctions of the Relevant Authority or any claim for damage compensation made by third parties.

6.7. The Client shall also indemnify and hold "IdWeb S.r.l." harmless from any claim, action or request for compensation coming from third parties. Equally so in every event of violation, by the Client and/or its employees, collaborators, partners and/or associates, even of just one, of the obligations and/or obligations set down in this Contract. The Client hereby undertakes, upon a simple request of "IdWeb S.r.l.", to reimburse any amount that "IdWeb S.r.l." would have to pay (under such events.)

6.8. The Client, acknowledges that the Provider is under no obligation or duty to monitor the Client's work in advance, and also undertakes:

- A) not to use the Service in violation (or to commit violation) of copyright or of any other intellectual or industrial property rights, or to create or promote the use of pornographic, obscene, blasphemous, defamatory content;
- B) not to use, enable or let others use the Service for acts contrary to morality, public order or aiming at disturbing the piece of others, damaging, breaching or attempting to breach the confidentiality of correspondence and, with no exceptions, not to use, in no circumstance, the Service to commit or contribute to any illegal act whatsoever;
- C) not to enter or disseminate, through the Service, defamatory, unfair or misleading information;
- D) to use the Service in compliance with the rules of law, treaties, codes, also private and of self-discipline, whether or not published on the site; with no exception. The Client undertakes to indemnify and hold harmless the Provider from any loss, damage, liability, cost or expense, including legal costs, ensuing from any violation of all the provisions under article 6.8.

6.9. In any case, the Customer is prohibited from using the Service to:

- a) send unsolicited or bulk communications in violation of applicable laws (spam), including through lists that are purchased, rented, or obtained without a proper legal basis;
- b) engage in phishing, impersonation, social engineering, or any activity aimed at deceiving recipients;
- c) collect, import, or process data through scraping or other methods that are not compliant with applicable laws or the rights of third parties;
- d) upload or distribute unlawful content or content that infringes intellectual property rights, personality rights, or other rights of third parties.

In the event of even a suspected and reasonably substantiated violation, IdWeb may proceed with suspension pursuant to Article 10, without prejudice to any further rights.

6.10. Responsibility for Sending Invitations and communications

The Client represents and warrants that it has previously obtained, where required under applicable law (including, without limitation, laws and regulations concerning personal data protection and electronic communications), all necessary consents,

authorizations, and legal grounds required to send communications through the Email Sender and SMS Sender services. The Client assumes full responsibility for the lawfulness of the contact data used and the communications sent through the platform and agrees to indemnify and hold harmless IdWeb S.r.l. from and against any claims, demands, penalties, damages, or losses arising out of or in connection with any non-compliant use of the aforementioned services.

6.11. Failure to Deliver Communications (Deliverability)

The Customer acknowledges that IdWeb cannot guarantee the delivery or acceptance of communications sent through the Email Sender and/or SMS Sender, as the outcome also depends on factors not attributable to IdWeb (including, by way of example: spam filters, provider policies, telephone carriers, recipient unavailability, incorrect domain configuration, blacklists, sending limitations).

The Customer remains responsible for implementing the required technical configurations and the best practices indicated by IdWeb, where applicable.

7. Security Measures

The Provider shall implement security systems suitable to prevent accidental or uncontrolled consultation, exporting, reading, copying of data. The security levels are listed in the SLA attached to this Contract, and the Client, by signing this Contract, declares to accept them as therein specified.

7.1 Backup and restoration

IdWeb performs backup activities of the Customer's data in accordance with the methods, frequency, and retention periods set out in the SLA (Annex 1) or, in the absence thereof, in accordance with reasonable technical practices compatible with the infrastructure used.

Data restoration, where technically feasible, is carried out on a "best effort" basis and may require technical timeframes. Any extraordinary recovery/restoration activities requested by the Customer may be quoted and invoiced in accordance with the applicable price list.

It is understood that the Customer is required to periodically verify the accuracy and completeness of the data and of the results obtained through the Software.

8. Confidentiality and privacy

8.1. For the entire duration of this Contract and for two years from its termination, the Provider shall keep anything related to the Client information and resulting from the service provided, strictly confidential. All the people that may directly and/or indirectly process the information in question, are equally committed in writing to this undertaking and so is any subcontractor.

8.2. Any processing of data shall be carried out in line with Legislative Decree no. 196/2003 and GDPR 679/2016. Please refer to the relevant separate attachment for the terms regulating this Contract on the processing of personal data in execution of this Contract.

8.3. The Customer acts as the Data Controller with regard to the personal data processed through the platform; IdWeb S.r.l. acts, where applicable, as the Data Processor pursuant to Article 28 of the GDPR, limited to the activities necessary for the provision of the Service, in accordance with the Customer's documented instructions.

8.4. The Parties agree that the terms of the Data Processing Agreement (DPA) form an integral part of the Contract. Where applicable, the provision of the Service is subject to the Customer's execution/acceptance of the DPA. In the absence of execution/acceptance of the DPA, IdWeb may suspend the activation or provision of the Service until the privacy documentation has been duly completed.

9. Warranties and Limitations of Liability

9.1. "IdWeb S.r.l." guarantees that it shall provide and run the Service exclusively and limitedly to what is substantially defined in the illustrative files and specifications of the attachments and with the service levels indicated in Attachment 1.

9.2. "IdWeb S.r.l." does not guarantee that the Service and/or the Program:

- I. Meets/meet the needs or expectations of the Client;
- II. Has/have characteristics other than, and/or performs/performs functions different from, those indicated in Annex 1 and in the illustrative files;

III. Comes/come with levels of service different from those indicated in Attachment 1.

9.3. "IdWeb S.r.l." excludes any responsibility as for the data content inserted by the Client in the memory areas made available in its systems to provide the Service.

9.4. Without prejudice to the applicable limits of the Law and, specifically, under the provisions of article 1229 of the Italian Civil Code, "IdWeb S.r.l." cannot be held liable for damage of any kind that the Client and/or third parties may suffer for using the Service or for delays, suspensions, interruptions, defects and/or malfunctions of the Service, whether total and/or partial, temporary and/or definitive, deriving from any cause not attributable to it, including, but not limitedly to, the following:

- A) malfunctions of the Service and/or the Program caused, in general, by: (i) malicious or culpable behavior of the Client; (ii) failures and/or malfunctions of the computers used by the Client to use the Service; (iii) failures and/or malfunctions of the equipment, systems and/or systems, of any kind, in use at the Client's premises;
- B) suspension and/or interruption of the internet connection service by the internet service provider;
- C) network and/or server failures due to unforeseen circumstances or force majeure;
- D) lack of software processing results verification in use by the Client.

9.5. Without prejudice to any mandatory statutory limits, IdWeb shall in no event be liable for indirect or consequential damages, including, by way of example: loss of profits, loss of business opportunities, loss of goodwill, reputational damage, or loss or alteration of data attributable to factors not directly resulting from IdWeb's wilful misconduct or gross negligence.

9.6. Any complaint must be in any case made, under penalty of expiration, within 8 (eight) days from the detection of defects and/or malfunctions of the Service and/or the Program, by reporting them to the support area through online forms.

9.7. Without prejudice to the above or to current limits of the Law, "IdWeb S.r.l." 's liability for non-fulfillment or damage is, in all circumstances, limited to the

maximum amount equivalent to the sum that would have been due by the Client in the days of interruption and/or suspension and/or malfunctioning of the Service. As an alternative to the payment of a sum equal to the maximum amount as above identified, the Client may require to extend the duration of the Contract and Service for a period of time corresponding to the number of days not used, without (any additional) charge or cost. The above limit shall be deemed cumulative for each harmful event and for the entire duration of the Contract, without prejudice to any mandatory statutory limits. In any case, such options apply only to service disruptions attributable to IdWeb (and not to lawful suspensions pursuant to Article 10.).

10. Suspension

10.1. "IdWeb S.r.l." reserves the right to totally or partially suspend the Service should any of the following instances occur:

- A) the Client does not pay the sums referred to in Article 5 above for more than thirty days, and until the full payment of what is due by way of royalties, default interests and cost for credit recovery;
- B) whenever there is reasonable evidence of the Client's breach of obligations as set under Article 6 above, with no liability of "IdWeb S.r.l." to the Client, even should it emerge that such breaches/violations did not occur;
- C) modifications, interventions and/or maintenance to the Service performed by "IdWeb S.r.l." for a period not exceeding forty-eight hours. Under these circumstances, the Client is given a three working-days' notice, except for those cases regulated by Annex 1. Should extraordinary interventions be necessary and giving notice impossible, these will be accomplished without any notice;
- D) disputes and / or requests of any kind from third parties or from the Public Administration or Judicial Authorities of any kind, with no liability of "IdWeb S.r.l." to the Client.

10.2. It remains understood that the period of suspension referred to in the above paragraph cannot be recouped or refunded under any circumstance. The suspension for instances under A) and B) paragraph 1, shall be preceded by a notice (sent) via certified mail with certified receipt or certified email, with a

notification to comply within 15 days from the notice receipt. The above written communications may also simultaneously express the willingness to terminate the contract as per Article 12 below, in the event of failure to comply within the notification period.

11. Duration - Renewals

11.1. The duration of the Contract is defined in the Offer and selected by the Client.

11.2. If the Client opts for the annual duration, the contract is considered tacitly renewed for a further period of twelve months, in the absence of cancellation by one of the Parties, which is to be sent to the other via certified mail with certified receipt or certified e.mail (pec) to the address and as indicated under Article 12, at least 60 days before expiration date.

11.3. The Client may also opt for an unlimited duration (permanent service), limited duration in case of rental, Consumer packs and Token.

11.4. In the case of perpetual duration (permanent service option): the Parties agree that the Contract obligations run from the date of activation of the service and remain in force perpetually (permanent license). The Client may terminate the maintenance service by giving notice at least 60 days before the expiration of the contract as for the service. Once the Client has given regular notice of termination for the maintenance service, the Client will no longer have the right to use the cloud service. The Client can transfer the software and data within 30 days after the termination of the contract on a server owned by the Client. For the migration of data and the installation of the license on site at the Client's request, the rates in of the "IdWeb S.r.l." 's price list apply.

11.5. Fee and duration of service/maintenance. (Payment of) a service/ maintenance fee is mandatory for the first year of Contract.

11.6. The maintenance service (mandatory for the first year) and its relevant fee shall be tacitly renewed for 12 (twelve)-month terms unless the Client renounces it by giving notice by registered mail, which must be received by "IdWeb S.r.l." at least 60 (sixty) days before the natural expiry date.

11.7. Cancellation of the maintenance service entails losing the right to the service and all its advantages for the Client; to benefiting from those again, the Client can, at any time, adhere to the support/maintenance contract by paying all outstanding fees or purchase the software latest versions of the license of use.

11.8. Fixed-term duration (Rental), consumer packs and Token: the Parties agree that the Contract shall have the duration referred to in the Offer (as determined by the sets of hours or modules purchased) starting from the date of activation of the software. In case of annual duration, on the date of the Contract's expiry, the Contract is tacitly renewed for the same amount of time, unless one of the Parties notifies the other by registered mail which must reach the addressee at least 60 (sixty) days before the Contract's expiry date, unless otherwise agreed in writing between the Parties and while the Contract is still valid.

11.9. Packs and tokens can be used within a year from date of purchase. After this period, the interview credit left on the consumer pack/s or tokens automatically expire and will no longer be valid. Under no circumstances shall extensions or reactivations of expired credits be granted.

11.10. Support/ Maintenance fee and duration

The support/maintenance in the IdSurvey Software user license with fixed duration (Annual rental) packs and tokens, is included therein

11.11. Upon expiration of Contract: I) the Service and Program shall no longer be usable II) "IdWeb S.r.l." shall let the Client act as per the provisions of art. 13 - Migration and cancellation.

12. Contract Termination

12.1. The Contract can be cancelled as per the Law and terminated in any case of serious breaches by the Provider, such as a breach in security and protection of personal data as per Legislative Decree no. 196/2003, failure to comply with the obligations of data alignment, any unauthorized accesses to the database.

12.2. The contract can be terminated when the Client does not fulfill the obligations included in the following articles: 5 (Payment of Fees and invoices) 6 (Client's Obligations and responsibilities), 8 (Confidentiality and privacy), 14 (Intangible assets Industrial and intellectual property)

12.3. Contract termination becomes effective 15 (fifteen) days after receipt of the communication that the party intending to terminate the contract sends to the other, at specifying which of the foregoing described breaches has caused it. The notification shall be sent in ways agreed by the parties hence considered valid as for the effects they produce, which must be those of registered mail, i.e., through registered mail and registered receipt to the counterpart registered office or through PEC, that is certified email, for those clients that are based in Italy.

12.4 From notification of termination and in any case of cancellation, as envisaged by Law, the Provider shall act as per the provisions under art. 13 - Migration and deletion.

13. Data Migration and Deletion

13.1. Upon termination of the relationship governed by this Agreement, for any reason whatsoever, IdWeb may immediately deactivate access to the system.

13.2. The Customer's data shall be retained for a maximum period of 30 (thirty) days from the date of termination of the Agreement, solely for the purpose of allowing the Customer to request its export, copy, or migration to another provider.

13.3. Upon expiry of the above-mentioned 30 (thirty) day period, the data shall be automatically and irreversibly deleted, without the need for any further notice to the Customer.

13.4. Within the above-mentioned period, it shall be the Customer's sole responsibility to request the export or migration of the data. Any technical activities requested from IdWeb to support the migration shall be carried out in accordance with the applicable rates.

IdWeb shall in no event be liable for any loss of data resulting from the failure to request export within the above-mentioned term.

14. Intangible Assets - Industrial and intellectual Property

14.1. The parties expressly acknowledge that any and all industrial property rights deriving from the use of "IdWeb S.r.l." trademarks and logos or other distinctive "IdWeb S.r.l." signs shall remain the exclusive property of "IdWeb S.r.l.". The same

applies to the Client 's own distinctive signs, whenever used through the systems object of this Contract, which shall remain the Client's exclusive property.

14.2. Specifically, and while not limiting the above, the possible affixing of "IdWeb S.r.l." 's distinctive signs does not give any right or claim to the Client and the possible affixing of Client's distinctive signs does not give any right or claim to "IdWeb S.r.l." over the respective distinctive signs. The parties shall have the right to reciprocally use the said trademarks and distinctive signs when necessary to execute this Contract and shall not in any way use them for different purposes, except as provided for in the following paragraph.

14.3. By signing the Contract and unless otherwise expressly agreed, the Client grants "IdWeb S.r.l." the use of its distinctive signs only for promotional or advertising purposes, so that the Provider may make express reference, in its website or other marketing or advertising material, to the work done for the Client, indicating the company name and showing the distinctive signs to make it more recognizable. If the Client does not own any trademark or distinctive signs, the Client grants the Provider the right to make reference to the Client's name or to that of its professional firm or company, in the Provider's marketing or advertising material. By consenting to be named in the Provider's clients' portfolio, the Client also allows the Provider to include a brief description and generic summary of the activities carried out. The consent is revocable and must be communicated to the Provider by registered mail to be sent to the registered office of the Provider.

14.4. All information and data, including personal data, and even if organized in databases thanks to "IdWeb S.r.l." software, and hosted or otherwise processed through the platform are an exclusive property to the Client and/or its assignees. Unless otherwise agreed, nothing is due to "IdWeb S.r.l." for the management, organization or possible contribution to the creation of the databases beyond what is provided for in this Contract. The parties agree that, even in case of termination of the business relation between them for any reason, "IdWeb S.r.l." shall not make any claim, nor shall have any right on the information and personal data also organized in databases, which shall be and remain an exclusive property to the Client.

14.5. The Client acknowledges that "IdWeb S.r.l." is the exclusive owner of all rights related to the Service and the software supplied with it. The Client has no rights on those nor shall it make any claim on the Service, any program or any other intellectual creations of "IdWeb S.r.l." whatsoever and/or on those of third

parties that have granted "IdWeb S.r.l." what was necessary for the operation and delivery of the Service.

15. Delays and Force Majeure

One party shall not be liable to the other for delays or failure to perform its obligations due directly or indirectly to circumstances beyond the party's control (i.e., fortuitous events, prolonged suspension of electricity supply imposed by public authorities). In such cases the legal representative of the Party involved shall promptly notify the counterpart, of such an event.

16. Subcontractors

"IdWeb S.r.l." may use subcontractors to provide its services. "IdWeb S.r.l." undertakes to bind them contractually to the service levels defined in the attached SLA. If the Client is the data controller, "IdWeb S.r.l." undertakes to communicate the identity of the subcontractor and the service it offers, so that the Data Controller can see to the relevant entering in the register, in case "IdWeb S.r.l." cannot directly see to this. "IdWeb S.r.l." also undertakes to bind the subcontractors in writing and require their compliance to the obligations arising from the current regulations on personal data protection.

IdWeb may update over time the list of subcontractors engaged in the provision of the Service, informing the Customer by appropriate means (including through the reserved area or by publication in the contractual documentation or in the knowledge base). The Customer acknowledges that certain subcontractors are internationally significant infrastructure service providers (such as, by way of example, cloud providers), whose terms and conditions are not individually negotiable. Any update or replacement of such providers does not require the Customer's prior authorization, without prejudice to IdWeb's commitment to select providers that ensure adequate standards of security and regulatory compliance. The updated list of relevant subcontractors is made available in the DPA and/or in the reserved area/knowledge base, or upon the Customer's request.

17. Renegotiation Clause

17.1. Should the parties wish to modify parameters that do not affect the general scope of this Contract, they can agree to functional variations following the proceedings indicated in the attached SLA.

17.2. Should these modifications impose a variation of the attached SLA and a variation of prices, the parties shall do so through an agreement that modifies the parameters of the service levels and the relative prices that can also be reached through electronic communications exchanged through the addresses indicated in this Contract.

17.3. Order of Precedence

In the event of any conflict or inconsistency among the contractual documents, the following order of precedence shall apply: (i) Offer/Order Form, (ii) General Terms and Conditions, (iii) Service Level Agreement (Annex 1), (iv) additional annexes (including the DPA), unless a subsequent document expressly and in writing derogates from the preceding one.

18. Governing Law

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.

This contract falls exclusively under Italian jurisdiction.

19. Disputes and Jurisdiction

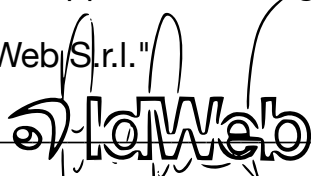
The parties hereby agree that for any controversy possibly arising between them, on the validity, interpretation or execution of this contract, the FORO DI PERUGIA, (Perugia's courts - Italy), have exclusive competent jurisdiction. Whereas Tribunale delle Imprese (the Courts for Companies Matters) has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

Attachments:

1. Service Level Agreement (SLA)
2. Offer

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

Read, approved and signed in Città di Castello (PG), Italy.

"IdWeb S.r.l."


The Client declares to have read and to agree to the IdSurvey OnCloud General Terms and Conditions.

Read, approved and signed in acceptance

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

the Client _____

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read the "General Terms and Conditions for Managed Services and CLOUD Computing" and specifically approves the following clauses: Article 1 (Object); Article 2 (Service Scope); Article 3 (Service Characteristics); Article 4 (Modifications of the Service Scope, including Clause 4.2); Article 5 (Payments of Fees and Invoices, including Clause 5.4); Article 6 (Customer's Obligations and Responsibilities, including Clauses 6.8, 6.9, 6.10 and 6.11); Article 7 (Security Measures, including Clause 7.1); Article 8 (Confidentiality and Privacy, including Clauses 8.3 and 8.4); Article 9 (Warranties and Limitations of Liability, including Clauses 9.4, 9.5, 9.6 and 9.7); Article 10 (Suspension); Article 11 (Duration – Renewals); Article 12 (Contract Termination); Article 13 (Data Migration and Deletion, including Clauses 13.1, 13.2, 13.3 and 13.4); Article 14 (Intangible Assets – Industrial and Intellectual Property); Article 15 (Delays and Force Majeure); Article 16 (Subcontractors); Article 17 (Renegotiation Clause, including Clause 17.3 – Order of Precedence); Article 18 (Governing Law); Article 19 (Disputes and Jurisdiction).

the Client _____