

DEFINITIONS

For the purposes of this contract, the following terms shall have the following meanings:

- **Annexes:** an umbrella term that means, the Offer, the Technical Schedule, the Appointment, the Technical Data Sheet and the Description of Error Codes, which describes the services governed by this Contract, how those services are provided and the terms and conditions of access to the same and set out the features of those services, their functionality, how they are used and the requirements for their use;
- **Technical Annex:** the document referenced “SAFE- Document Preservation Service - AL/LDOC Technical Annex” to the Safe Contract.
- **Appointment** document by which the Preservation Service Manager (internal or external) delegated by the Owner, in the name and on behalf of the latter, instructs InfoCert to carry out, as Registrar, in accordance with the applicable laws and regulations, the preservation service, with delegation of the activities provided for by the provisions in force.
- **Customer:** a person who, in the capacity of the legal representative of the Owner or as an authorized representative to sign this document or in his own right, signs these General Terms and Conditions and pays the Service fee to InfoCert
- **Connectivity:** connection to the Data Center via connection to a telecommunications network or via the Internet;
- **Contract:** these General Terms and Conditions of Contract and the documents annexed to the same and the documents referred to, which, together, govern the dealings between the parties;
- **Data Center:** InfoCert's services center that hosts and operates the hardware, the system *software* and application software and the data required in order to be able to use the services;
- **Owner Data:** the computer data and documents stored by the Owner or Customer on the hard-ware machines at the Data Center;
- **Description of Error Codes:** document entitled 'SPT/NDOCERR – Safe LTA Description of Error Codes', containing the table of error codes established by the Service and describing the corrective action required;
- **InfoCert:** InfoCert S.p.A, a company managed and directed by TINEXTA S.p.A. - with registered office in Rome, Piazza Sallustio, 9 – 00187, Tax no. and VAT no. 07945211006, call center +39 049.7849350, Fax +39 06 83669634, Certified Mail address infocert@legalmail.it. InfoCert renders the Service as Qualified Trust Service Provider, pursuant to Regulation (EU) no. 910/2014 dated 23/07/2014, on the basis of a conformity assessment carried out by the Conformity Assessment Body CSQA Certificazioni S.r.l., pursuant to the aforementioned Regulation and to the Standards ETSI EN 319 401, ETSI EN 319 411-1 and ETSI EN 319 411-2, in accordance with the eIDAS assessment scheme defined by ACCREDIA in response to ETSI EN 319 403 and UNI CEI ISO/IEC 17065:2012. *InfoCert adheres to the code of ethics that is available on the website <https://www.tinexta.com/> > “Governance” > “Corporate”.* The company is subject to the statutory supervision of AgID and operates as accredited certification body under the Italian Legislative Decree 82/2005 and subsequent amendments (“*Codice dell’Amministrazione Digitale*”, or “*CAD*”);
- **SAFE LTA:** the set of APIs provided by InfoCert, as a preservation system, compliant with the provisions of the applicable laws and regulations, according to the terms and conditions governed by this Contract;
- **Preservation Manual:** a document of the Preservation Officer, describing the operating requirements and organisational structure required by law for the provision of the Services and that can be referred to in the Preservation Manuals of Producers/Owners/Customers;



- **Offer:** a document containing the economic conditions and any specifications or features of the Service requested by the Customer;
- **Producer of the deposit package:** producer subject of the deposit packages of the objects to be stored (may coincide with the Owner and/or the Customer);
- **Preservation Service Manager:** a person (whose name is indicated in the Preservation Manual), who coordinates the preservation process within the Conservator, in possession of the prescribed professional requisites;
- **Preservation Officer:** a person, whether traceable to the Owner's organization or external to that organization, who defines and implements the overall policies of the Owner's preservation system and governs its management with full responsibility and autonomy; the latter signs the Appointment, representing the Owner, vis-à-vis the InfoCert Registrar;
- **Reseller:** the party who, by agreement with InfoCert, can resell, to the Customer, the Service provided by InfoCert, including integrating it with its own systems and possibly filling the role of Producer of the deposit packages, responsible for transferring its content into the preservation system; **Service/s:** umbrella term meaning the services provided by means of the LegalDoc Service;
- **Service(s): summary of services rendered through SAFE;**
- **Technical Schedule:** document which sets out the technical information required in order to configure conservation environments;
- **Owner:** owner of the objects to be preserved, i.e., the one who formed or who otherwise owns the document that will be the preserved (may coincide with the Customer and/or the Conservation Officer; coincides with the Producer of the of the deposit packages, when he also forms the deposit package of the objects of preservation);
- **User or Authorized User:** a person, organisation or system, authorized by the Customer, that interacts with services in order to use the information required.

It should be noted that the User and the Customer may be the same and that references to the Customer are understood to be made also to the other corresponding role of Owner held by the Customer, if any.

PURPOSE OF THE CONTRACT, CONCLUSION OF THE CONTRACT AND ITS TERM

1. Purpose

1.1 The purpose of the Contract is the supply of the SAFE LTA (Long-Term-Archive), standardised storage service for computer data and documents.

The Services comprise the following, which are described in more detail in the clauses that follow:

- the user licence for the software that makes up the Services provided by InfoCert, which is non-exclusive and non-transferable;
- the features of the Services as set out at point 1.3 below;
- provision of the space required in order to preserve the data sent at the Data Center;
- adjustments, maintenance and updates to/of the Services;
- support;
- appointment of the Preservation Service .



1.2. User Licence

By entering into this Contract, the Customer acquires the non-exclusive right to use the Services together with the possibility of use of the same by the number of Users referred to in the Offer.

The Services shall be used in accordance with the relevant Annexes. Given their technological features, the Services may only be used remotely from the Customer's terminals, pursuant to Article 5 below.

Any intellectual property rights, industrial property rights and any other right in the Service and in the software and any other technological solution therein and/or linked thereto are and shall remain the property of InfoCert, save where expressly referred to as being the property of third parties.

Any rights to use the Service and the software and technological solutions therein are reserved to InfoCert. The Customer/User is granted use of the Service exclusively on the terms and conditions and subject to the restrictions established by the Contract. The Customer shall not use the Service, the software or the technological solutions therein in any other manner. Purely by way of example, the Customer is prohibited from copying, amending, decompiling, disassembling, distributing, including online, or granting third parties the use of the Service, the software or the technological solutions therein.

The Customer is not entitled to assign this Contract or the rights derived from the same to third parties.

The Customer may only transfer the licence referred to in this clause in the event of a transfer of the business or of a branch of the business that uses it.

1.3. Features of the Service

The preservation system ensures, from the taking in charge until the eventual discard, the preservation of the digital objects stored in it, through the adoption of rules, procedures and technologies that guarantee the characteristics of authenticity, integrity, reliability, readability, retrievability.

The preservation system guarantees access to the stored object for the period foreseen by the preservation plan of the owner of the object of preservation and by the regulations in force, or for a longer time possibly agreed between the parties, regardless of the evolution of the technological context.

The system also guarantees the possibility of displaying a document that has already been preserved (distribution package), of its eventual deletion and discarding.

The manner in which the Services are to be used and how they operate are governed in detail in the Technical Schedules and in the Preservation Manual.

1.4. Data Center

Specific spaces are provided on the hardware at InfoCert Data Center for the purposes of preserving the Owner's Data handled by the Services that the Owner uses.

The Data Center is organised and run in compliance with the applicable legislation regarding security measures and is equipped with logical and physical protection systems, in order to prevent unauthorised access. The security rules are established and implemented independently by InfoCert. More specifically, these rules may be amended in order to be brought in line with any changes referred to the EU General Data Protection Regulation no. 679/2016/EU (Annex B) and with subsequent legislative and regulatory provisions regarding the security of personal data. InfoCert will deliver its services from a Hybrid Cloud infrastructure, i.e., a cloud computing environment that makes use of both on-premise resources (managed directly by InfoCert) and cloud resources located, in Italy, at Amazon Web Services, Inc, and operating in full compliance with the Privacy regulations.



These cloud services comply with current European Banking Authority (EBA) guidelines. InfoCert has agreed with Amazon special clauses regarding the right of audit that the Customer should claim, where applicable, under the current EBA Guidelines.

1.5. Adjustments, maintenance and updates

InfoCert shall carry out adjustments to the Services for reasons of a technical or regulatory nature and shall notify the Customer and/or to the Owner by certified e-mail, and the Customer/Owner undertakes to bring the features of its own systems and its own instruments in line with the adjustments referred to by the deadline imposed by InfoCert.

Adjustments means the modifications and remedies required for reasons of a technical or regulatory nature. InfoCert shall also carry out the corrective maintenance and updates of/to the Services.

Corrective maintenance means the work required in order to correct any errors in the software; updates involve the adjustments required in order to bring the Services in line with any developments in the law.

In the event of particular changes in the law or where the technology used becomes obsolete as a result of which the work involved in carrying out the updates is excessively onerous (modifications to the software in excess of 25%), InfoCert reserves the right not to adjust the Services, issuing new software applications in accordance with the technical and financial terms and conditions agreed upon in advance.

1.6. Support

Customers who have entered into the contract directly with InfoCert will receive support from InfoCert in the manner set out in the relevant Annexes. Customers who have entered into the contract with the Reseller will receive support from the Reseller on the terms agreed upon by the Reseller and the Client.

1.7. Ancillary services on request

In addition to the services referred to under 'Purpose', there are additional and optional ancillary services that can be requested by the Customer in accordance with the Offer or the signed Contract.

The services referred to in this clause shall be provided at the rates specifically agreed upon between the Parties for this purpose.

1.8. Service limitation to consultation-only. The Customer may request that the Service be used in restricted mode, namely only for consultation of previously archived documents, but without the ability to submit new documents for preservation.

Limitation requests should be submitted to InfoCert upon expiry of the contract or upon its subsequent renewal pursuant to Article 3 (4) and (5), and must be sent to InfoCert in the manner specified in Article 15.1 at least 30 days before the expiry date.

In the event of a timely request, InfoCert will issue a specific quotation for the consultation-only Service.

If no agreement is reached by the Parties concerning the new Service fees, the Contract shall be deemed terminated on the expiry date ahead of which the Customer had submitted its limitation request.



1.9. Appointment as Preservation Service Manager

In order for InfoCert to perform the activities under 1.1, the Owner, after signing the Appointment by the Preservation Officer and the Offer by the Customer, entrusts InfoCert the Owner's Data preservation Service for the entire period of the Contract.

InfoCert shall therefore act as Preservation Service Manager pursuant to Article 4.4, par. 1, lett. E) of the Guide Lines.

2. Conclusion of the Contract

The Contract shall be deemed concluded on the date on which these General Terms and Conditions are signed.

3. Term of the Contract

The Contract shall be for one year starting from the first day of the month following the day on which the Owner's authentication tools are activated, save where a different start date is indicated by InfoCert.

The access requirements having been verified, within 10 days of activation of the contract InfoCert shall assign a user profile to the Owner in order to access the Services required.

Between the date of activation of the authentication tools and the first day of the following month, the Owner shall not be entitled to use the Services requested.

On the expiry date, the contract shall be automatically renewed from year to year, save where cancelled; in order to cancel, each party shall send notice of cancellation to the other at least 30 days before the contractual expiry date, by means of the related form available in the dedicated area of the InfoCert website.

The previous paragraph shall not apply to Public Authorities; it follows that there is no automatic renewal for Public Authorities. In such circumstances, the Owner undertakes, however, to notify InfoCert, within the 30-day period referred to in the previous paragraph, that it does not wish to renew the contract for the following year.

The rules on Duration laid down in this Article may not apply in the event the Customer has purchased the Service through an InfoCert Reseller. In such cases, the Reseller and the Customer may have agreed on a different duration. Accordingly, should such an agreement exist, it will take precedence over this Article.

SUPPLY OF THE SERVICES AND FEES

4. Hardware and software resources and service levels

The Owner/Customer represents, on its own behalf and on behalf of the Users, that it is familiar with and accepts the hardware and software requirements referred to in each Annex (browser and operating system, etc.) that the computers are required to have in order to use the Services, undertaking to adjust the same where necessary as a result of any updates to the said Services and/or the technological infrastructure that permits the supply thereof.

The efficiency of the Services shall be maintained in accordance with the service levels referred to in the relevant Annexes, which also set out the actual availability of each of the Services.

Save in the event of force majeure, ordinary and extraordinary maintenance work shall be carried out at times and in a manner so as to affect the Owner/Customer's operations as little as possible; the Owner/Customer will in any event be notified of the said work at least five days in advance of the dates and times of the same where carried out during the period that each of the Services is available.



5. Connectivity

The Owner/Customer/Producer shall use the Services via the connection that it is to set up with a telecommunications operator that meets the requirements set out in the relevant Annex.

It follows that neither the Owner/Customer nor the Producer/User shall not hold InfoCert liable, either directly or indirectly, for any malfunctioning or inability to use the service as a result of the connection referred to in the previous paragraph, whether because it fails to function properly or because it fails to match the technical features referred to.

6. Fees

In exchange for the supply of the services referred to under 'Purpose', the Customer shall pay InfoCert or the Reseller the amounts referred to in the Offer as fees for the services provided.

Any fees as specified in the Offer shall be treated as being net of VAT and any other charges imposed by law.

The parties agree that in the event of automatic renewal, the fees shall change every year on the basis of the ISTAT [the Italian Central Statistics Institute] index of consumer prices for households of manual workers and office workers, such change to take effect from 31 January of each year following publication.

The Customer's failure to pay the Fees shall entitle InfoCert to terminate the Agreement pursuant to Article 13 until the Fees due have been paid.

SECURITY

7. ID and access to the system

The Customer and/or the Owner and/or the User may use the Services once it has been verified that the requirements for access to the system have been met via the authentication tools specified in the appropriate Annexes.

The Customer and/or the Owner and/or the User are aware that knowledge of the authentication tools by third parties would enable them to access the Services and the Owner's Data.

The Customer and/or the Owner and/or the User are therefore under a duty to exercise the utmost diligence in keeping the said authentication tools strictly confidential and to ensure that their personnel do the same, undertaking not to transfer them to third parties or to allow third parties to make use of the same. In no circumstances shall InfoCert be held liable for any direct and/or indirect losses arising from a failure by the Customer and/or the Owner and/or the User to comply with the above.

8. Data Processing

8.1. Information pursuant to Article 13 of EU Regulation No. 679/2016.

As data controller in relation to the data provided by the Preservation Officer, InfoCert S.p.A. undertakes to process the aforementioned personal data, pursuant to and in accordance with Article 13 of EU General Data Protection Regulation no. 679/2016/EU, using paper files and IT and digital tools that ensure maximum security and confidentiality, for the purposes and in the manner set out in the privacy disclaimer "*Privacy Notice – InfoCert Services*" available on the "*Documentation*" page on www.infocert.it, which the Client declares they have examined.



8.2. Appointment of the Responsible (or Sub-Responsible) for the processing of personal data, pursuant to EU Regulation No. 679/2016.

Pursuant to Section 4.10 of the Guidelines, InfoCert, as the external entity to which the Customer/Preservation Officer, on behalf of the Data Controller, entrusts the preservation service, assumes the role of data processor for the personal data for which the Customer/Preservation Officer is data controller pursuant to Article 4, no. 7 of the Regulation, or assumes the role of a sub-processor if the Preservation Officer is himself a "data processor" within the meaning of Article 4 no. 8 of the Regulation.

In particular, the Customer/Preservation Officer entrusts InfoCert with the performance of the following processing operations, to be carried out with the aid of electronic tools and within the specific limits provided by the Guidelines and by the Contract: collection, recording, organization, storage, consultation, processing, selection, extraction, interconnection, communication, deletion and (possible) destruction of data.

The Client/Preservation Officer, therefore, guarantees to base the processing of the aforementioned personal data (and the related delegation in favor of InfoCert) on appropriate legal basis, pursuant to Article 6 of Regulation (EU) 679/2016, presenting itself as an autonomous data controller (the "Data Controller") or as a data processor in turn legitimately in charge. The Preservation Officer, therefore, appoints InfoCert as data processor or sub-processor (the "Data Processor"),": it should be noted that, for simplicity, this locution is used both in the case where InfoCert is a data processor and in the case where it is a sub-processor), assuming all the obligations and responsibilities related thereto and holding InfoCert harmless from any claim that may come from third parties with reference to the processing operations implemented by InfoCert by virtue of the assignment conferred upon it herewith.

The very nature of the Service implies that the only instructions that the Data Processor will receive will be those set forth in the Contract, its Annexes, and the regulations regarding the preservation of computerized documents.

In light of the above, InfoCert undertakes to:

- adopt the security measures required by the applicable legislation, including those referred to in Article 32 of Regulation (EU) 679/2016;
- comply with the obligations placed on the processor (or sub-processor) by Article 28 of Regulation (EU) 679/2016;
- assisting the Preservation Officer (or, where necessary or required, the Owner) in fulfilling the obligations arising from Regulation (EU) 679/2016, within the limits of the commitments made under the Contract, in order to ensure compliance with the obligations under Articles 32 to 36 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to the Data Controller;
- with particular reference to the obligations regarding the notification of personal data pursuant to Articles 33 and 34 of the Regulation, to inform the Preservation Officer (or, where necessary or required, the Owner) of any breach of personal data without undue delay, after becoming aware of the breach;
- delegate individual processing operations to any third-party companies, duly designated in writing as sub-processors and instructed to assume the same obligations assumed by InfoCert under this appointment with respect to the protection of personal data;
- instruct in writing the persons who will process personal data on behalf of the Customer/Preservation Officer, authorizing them to carry out only the processing operations strictly necessary for the proper provision of the Service, with a commitment to confidentiality and indicating any instruction necessary for the execution of a processing that complies with Legislative Decree 196/2003 and Regulation (EU) 679/2016;



- follow up on requests or measures of the Guarantor for the protection of personal data or other competent authority in relation to the processing of data to which InfoCert is entrusted;
- carry out data deletion operations, when requested by the Preservation Officer or directly by the Owner during the effectiveness of the Contract and within the terms established in the Contract;
- delete and/or return - at the option of the Preservation Officer, or directly of the Owner - the processed data upon termination of the Contract, without prejudice to any personal data retention obligations that may arise from Union or Member State law;
- not disclose the processed personal data to third parties.

In the event that the Preservation Officer (or directly the Owner) expresses in writing needs such as to require a different treatment than the one referred to in the Contract, after an assessment regarding the regulatory compliance of the request of the Preservation Officer/Owner, InfoCert will inform in writing the Preservation Officer/Owner/Customer about the feasibility of the requested solution and the related costs, by means of a specific offer, possibly also re-evaluating the framework to be given to the relationship, also in accordance with Regulation (EU) 2016/679.

The Customer/Preservation Officer, as data controller or data processor, acknowledges and accepts that the InfoCert is authorized to use Amazon Web Services, Inc. as Sub-Processor for the performance of the Cloud Data Storage Services. The Processor informs the Preservation Officer that the cloud data storage at Amazon Web Services, Inc. takes place on servers located in Italy.

SPECIFIC PROVISIONS REGARDING THE SERVICES

9. Preservation of data

The Owner's Data shall be treated as definitively acquired when, having completed the verification referred to in the first paragraph of Clause 11.1, proof of this is provided to the Producer of the deposit package and/or the User by receipt of the deposit report.

Before receipt of the same and save in the event of wilful misconduct or gross negligence, InfoCert accepts no liability for the misappropriation, loss or destruction of the Producer's Data; in order for the Producer's Data to be preserved, the Producer will be required to send it again.

10. Third party companies

In providing the Services, InfoCert may enter into technical cooperation agreements with third party companies, which it may appoint to complete some of the steps that this Contract is concerned with. To this end, InfoCert undertakes to use recognised suppliers, who will be required to undertake to operate in accordance with the provisions of these General Terms and Conditions of Contract.

When alerted by InfoCert, the Owner and the Preservation Officer undertake to comply with the requirements of the EU General Data Protection Regulation no. 679/2016/EU in relation to the said third party companies.



THE PARTIES' DUTIES AND LIABILITIES

11. InfoCert's duties and liabilities

11.1 InfoCert's duties Where the documents sent by the Client/Owner/Producer of the deposit package are found to comply with the features specified in the Annexes and where the format and other specifications agreed upon during the phase involving the design of the preservation service have been verified, InfoCert undertakes to preserve the same in accordance with the provisions of the Appointment and on the basis of the specific procedures for each service that are better set out in the Annexes to the Contract. In particular, the Client/Producer/Owner acknowledges that, by virtue of the provisions of point 4.7, par. 2, letter b), of the Guidelines, such verification of compliance is carried out having regard exclusively to what is set out in the InfoCert Conservation Manual and what is indicated, on the subject of file formats, in All. 2 of the Guidelines, as well as, with regard to verifications on metadata, to what is set out in the Guidelines and in art. 12.3.

Documents will be preserved for a maximum of 10 years from the date of the time stamp on each individual document, save where specifically agreed otherwise in the Offer or in the signed contract.

InfoCert shall send a notification to the Client, in the manner specified in Article 16.1, at least six (6) months before the agreed retention period expires. In such notification, InfoCert shall inform the Client of the forthcoming expiry of the retention period and request the Client to notify InfoCert (in the manner set out in Article 16.1) of its decision concerning future actions to be performed on the documents preserved, including continuation or suspension of the preservation service, disposal of archival information packages or hand-over of dissemination information packages to another Preservation Service Manager appointed by the Customer (subject to conditions – financial or otherwise – that may be agreed between InfoCert and the Customer depending on the manner of delivery of the information packages).

The Customer's failure to respond within the expiry date of the retention period shall be deemed to imply that it is requesting InfoCert to carry out the disposal of the archival information packages. It is understood that the actual retention period shall last as long as this Contract remains in force. Therefore, in the event of non-renewal or early termination of this Contract for whatever reason, and except for the obligations pursuant to Article 12, InfoCert will no longer be required to preserve the documents.

11.2. InfoCert's liabilities

InfoCert undertakes to provide the Customer with the services requested in compliance with the provisions of these General Terms and Conditions of Contract, the Annexes to the same, the technical regulations for long term document preservation and the regulations on tax obligations on digital documents, accepting no liability beyond that expressly established therein.

For the purposes of the previous point, the work involved in interpreting the provisions referred to above and, more generally, the provisions of tax regulations in relation to actual individual sets of circumstances does not come within the purpose of this Contract, being work that properly calls for the expertise of the respective regulated professions.

Save in the event of wilful misconduct or gross negligence, InfoCert shall not be liable for direct or indirect losses of any extent or type incurred by the Producer of the deposit package, the Customer, the Owner, the User and/or third parties as a result of use other than in accordance with the provisions of the annexes and of the regulations referred to in the first paragraph of this clause and any future amendments thereto, and/or as a result of loss of



use of the Services, including in the event of delays or interruptions or as a result of errors and/or malfunctioning in/of the same, where within the scope of the unavailability parameters referred to in the relevant Annex.

Where the unavailability parameters established in the service levels in the Annex are exceeded and save in the event of ordinary and/or extraordinary maintenance work, the Customer and/or the Owner shall be entitled to reimbursement of the price paid for the service related to the period of time over which the same could not be used as damages for any losses suffered.

Save in the event of wilful misconduct or gross negligence, InfoCert shall indemnify the Customer and/or the Owner and/or the User in the event of a failure to comply with the timings and procedures for the preservation of the documents sent as established by the regulations and by the Annexes where InfoCert is responsible for that failure, solely where the Department of Revenue imposes administrative penalties on the Producer and/or the User and limited to the amount of the penalty charged.

No request shall be made for reimbursement where the loss of use can be attributed to the Connectivity operator or is the result of unforeseeable circumstances, force majeure or reasons that InfoCert is not responsible for, such as, for example, strikes, riots, earthquakes, acts of terrorism, civil unrest, organised sabotage, chemical and/or bacterial events, war, floods, rulings by the relevant competent authorities or the facilities, hardware and/or software used by the Customer and/or the Owner and/or the User being inadequate.

In addition and save in the event of wilful misconduct or gross negligence, InfoCert shall not be charged for or liable for direct or indirect losses of any extent or type incurred by the Customer and/or Producer the User as a result of tampering or interference with the service or the equipment by the Customer and/or Producer and/or the User and/or by third parties who have not been authorised by InfoCert.

12. The Customer, User, and Owner's Duties and Liabilities

12.1. Duties The Customer declares, under his sole responsibility, that he has the necessary powers to sign this deed or that he has been formally instructed by the Owner, to sign these General Terms and Conditions.

The Customer undertakes to make the User aware of the provisions of this contract and, in particular, of the obligations and charges specifically required for the use of the Services. The Customer, the Owner and the User undertake to provide all the information necessary for the activation of the Services and to provide themselves with all the requirements necessary for access to the same as better specified in the relevant Annexes.

The Producer, the Customer, the Owner and the User also undertake to send any documents that are to be preserved in electronic format in the manner and in the formats specified in the Annexes and in compliance with the procedures and timings established by the relevant regulations.

The Client and/or Owner and/or the Preservation Officer have autonomy in configuring the preservation environments according to certain document classes, metadata and formats.

The Owner and/or the User are required to send all communications to the Department of Revenue and to satisfy, in person, all the requirements established by the tax regulations regarding the preservation of documents.

In addition to the provisions of the Contract, each party shall in any case have the obligations and responsibilities deriving from its role, as defined in the Guidelines.



12.2. Liability

The Owner and/or the User and/or the Preservation Officer shall be solely liable for the Producer's Data, including the data that the Producer processes other than as data controller pursuant to the EU General Data Protection Regulation no. 679/2016/EU.

Access to the Services is only permitted in the manner referred to in the Technical Annexes and the Customer, the Owner, the User and the Preservation Officer undertake not to use different applications and or manual processes or automatic applications in order to access, view, copy or use the Services and not to allow the same to be used.

Use of the Services is prohibited where in order to file, preserve, send, publish, transmit and/or share data, applications or computer documents which:

- are in conflict with or breach intellectual property rights, trade secrets, trademarks, patents or other third-party rights;
- have content that is defamatory, slanderous or threatening;
- contain material that is pornographic or obscene or contrary to public morality; contain viruses, worms, trojan horses or other contaminating or destructive features;
- is in any event in conflict with the applicable legislative and/or regulatory provisions.

The Owner/ the Preservation Officer acknowledges that, pursuant to the Italian provisions on e-commerce, InfoCert is not subject to any duty of surveillance in relation to the documents and data stored, viewed or shared using the Services and shall not, therefore, be under any duty to monitor or examine the same.

Pursuant to the aforementioned provisions on e-commerce, InfoCert is subject to the reporting requirements established therein and also reserves the right to suspend the Services or to prevent access to the documents and/or data contained therein where it becomes aware of a breach of the provisions referred to above and/or where an express request that it does so is made by a competent court or administrative body on the basis of the provisions in force.

In the circumstances referred to in the previous paragraph, InfoCert shall notify the Owner/ the Preservation Officer by certified e-mail of the reasons why the measures established therein have been put in place, and InfoCert shall be entitled to terminate the Contract pursuant to Clause 13 below.

12.3. Right of Transfer to a Reseller or to a Tinexta Group Company

InfoCert shall also have the right, at any time and at its sole discretion, to transfer the Agreement, in whole or in part, to a Reseller or to a company that is part of the TINEXTA S.p.A. Group, by which InfoCert is itself directed and coordinated.

12.4. Obligations and responsibilities regarding the generation and association of metadata.

12.4.1. The Customer, the Owner, the Producer and the Preservation Officer, each within the scope of their respective competences, acknowledge that, , *“When the unchangeable computer document is created, the relevant metadata”*, i.e. all the information with which the computer document must be equipped in order to properly form, manage, and preserve it (the "Metadata"), must be generated and permanently associated with it.

The obligation of the correct and complete association of the Metadata to the computer document subject to preservation is the sole responsibility of the Owner, who therefore assumes, also with respect to InfoCert, all liability in this respect. The Producer, however, as the entity that prepares the Deposit Package, is jointly and severally liable with the Owner for the activity of associating the Metadata.



12.4.2. InfoCert, as Registrar, has no obligation to verify the content of the Metadata.

Moreover, InfoCert does not carry out, under this Contract, any consultancy activities aimed at the regularisation of computer documents with respect to the provisions of the applicable legislation and the Guidelines.

12.4.3. In case the checks mentioned in art. 11.1 prove negative, or in case the computer document transmitted for preservation does not comply with what is indicated in the Technical Data Sheet, InfoCert will send to the Owner and/or the Preservation Officer an error and refusal communication with the segnalisation of the problem.

12.4.4. After the rejection has been repeated three times, always for the reasons indicated in the previous art. 12.4.3, it is the responsibility of the Owner and/or the Preservation Officer to contact the technical assistance service of InfoCert in order to try to solve the problem.

TERMINATION AND WITHDRAWAL

13. Termination and Withdrawal

13.1 InfoCert reserves the right to withdraw from this contract where there are well founded reasons to conclude that the requirements of security and/or confidentiality in relation to the Services have been prejudiced and/or are no longer guaranteed as met.

Withdrawal shall be in writing to the Customer/Owner/Preservation Officer, setting out the reasons, with the relevant communication to be sent at least two months before it takes effect.

This is always without prejudice to InfoCert's right to suspend the Services immediately (in whole or in part) in such cases.

Where the prejudice to the security/confidentiality requirements of the Services is for reasons directly attributable to InfoCert, the Customer shall be entitled to reimbursement of the part of the fee for the period over which it is unable to use the service, where already paid.

In circumstances other than those specified in the previous paragraph, no payment shall be due as a result of withdrawal.

As Consumer, the Customer shall be entitled to withdraw from the contract within 14 days from the date on which it is concluded by making an express declaration by certified e-mail (referred to in Italy as 'PEC') sent to the following address: richieste.rimborso@legalmail.it or by letter sent by recorded delivery with advice of receipt to InfoCert S.p.A. - Direzione Generale e Amministrativa - Via Marco e Marcelliano, 45 00147 Rome. The standard withdrawal form on the following link: <https://www.infocert.it/pdf/Modulo-di-recesso-tipo.pdf> can be used for this purpose.

In the event of withdrawal from this contract, the Customer shall be reimbursed the payments made by bank transfer (the Customer must promptly provide the bank details for any reimbursement due) no later than 14 days from the date of receipt by InfoCert of the notification of withdrawal, save where it has expressly requested that services start during the withdrawal period or where it has waived the right to withdraw.

13.2. A failure by one of the parties to comply with even just one of the provisions of Clause 1.2. (User Licence); Clause 1.3 (Features of the service); Clause 1.4 (Data Center); Clause 4 (Hardware and software resources and service levels); Clause 5 (Connectivity); Clause 6 (Fees); Clause 7 (ID and access to the system); Clause 8 (Data processing); Clause 11 (InfoCert's duties and liabilities); Clause 12 (The Customer the User and Owner's Duties and Liabilities); Clause 16.2 (Confidentiality) and the provisions of the individual Annexes that govern the Services shall amount to a fundamental breach and the party not in breach shall be entitled to terminate this Contract.



Termination shall be by operation of law upon receipt by the other party of a communication sent by certified e-mail providing notification of the breach and of the intention to terminate.

In the event of termination as referred to in the previous clauses, where the contractual breach is by InfoCert, without prejudice to Clause 4.2 above the Customer and or the Owner, by way of compensation for all damage of whatever nature and extent suffered by them, shall only be entitled to payment of a sum representing the difference between the overall amount established for provision of the Services and the fees already paid.

Where one of the parties goes into bankruptcy or becomes subject to other insolvency proceedings, this contract shall terminate by operation of law on the date of the ruling starting the insolvency proceedings.

Where the Customer and/or the Owner and/or the Preservation Officer is in breach of one of the obligations specified in the clauses referred to in the Article 13, second paragraph, InfoCert reserves the right to suspend provision of the Services before terminating the Contract. In such circumstances, InfoCert shall notify the Customer and/or the Preservation Officer of its intention to exercise the right to suspend referred to and of the deadline by which the Customer and/or the Preservation Officer are required to remedy the situation so that it is as required by contract. The Customer shall in any event remain liable to pay the amount due, including where the Services have been suspended.

14. Improper Use of the Service

The Customer is required to use the Service in compliance with applicable laws and regulations as well as with these General Terms and Conditions.

Any use of the Service that is deemed to be improper shall constitute a breach of the Agreement by the Customer and shall entail automatic termination of the Agreement, without prejudice to full compensation for any greater consequential damages suffered by InfoCert.

When using the Service, the Customer may not engage in or allow others to engage in any communication or activity that would interfere with, or cause malfunctioning of, InfoCert's systems or infringe applicable regulations.

The Customer shall be obliged to use the Service in accordance with the principles of good faith and fairness.

In the event of improper use and / or abuse of the Service by the Customer pursuant to this Article, InfoCert reserves the right to suspend and / or terminate the provision of the Service and / or Additional Services.

Without prejudice to any other legal remedies and any other measures provided for in these General Terms and Conditions, if the Customer uses the Service improperly as indicated above, InfoCert may immediately suspend the provision of the Service and terminate the Agreement pursuant to this section with communication to be sent by certified e-mail or recorded delivery with advice of receipt to the parties' addresses as set out in the Offer. Where appropriate, InfoCert shall also notify relevant authorities of the offence by the Customer.

15. Return of Documents

Whenever the Contract terminates, InfoCert shall return the dissemination information packages to the Client/Owner and allow the latter to mass download the Owner's Data free of charge. Download must be carried out within 30 (thirty) days of the Contract being terminated.

As an alternative to the provisions of the first subparagraph, InfoCert shall, at the Client/Owner's request, in exchange for payment of fees to be established, return the Data preserved on appropriate physical media provided for this purpose by InfoCert.



After 30 (thirty) days from the date on which the contract terminates, InfoCert shall no longer be liable in relation to the preservation of the Owner's or the User's Data and, consequently, will cease to fulfil its role as Data Processor.

GENERAL PROVISIONS AND JURISDICTION

16. General provisions

16.1. Communications

Any communications in relation to the conduct of the contractual relationship shall be sent by certified e-mail or recorded delivery with advice of receipt to the parties' addresses as set out in the Offer.

16.2. Confidentiality

InfoCert undertakes to maintain, both during the term of the contract and thereafter, absolute confidentiality with regard to the information relating to the Owner and/or the User and referred to by the same, using the appropriate wording, as confidential, and shall bind its personnel to do the same.

This does not include information that InfoCert can demonstrate was in its possession before it was sent by the Owner and/or the User or which has entered the public domain as a result of facts that are independent of InfoCert.

The Owner and/or the User shall owe InfoCert the same duty of confidentiality, undertaking, in particular, to maintain absolute confidentiality in relation to the technical documentation sent to them by InfoCert and, therefore, not to disclose, copy or transfer that documentation to third parties.

The Parties also undertake to make any third party that they have dealings with aware of this duty of confidentiality.

17. Jurisdiction

Any dispute arising between the parties in relation to this contract, including those in relation to the validity, interpretation, performance and termination of the same shall be subject to the exclusive jurisdiction of the Court of Rome, to the exclusion of another competent court.

Where the Client is a consumer, civil disputes relating to the Contract concluded by the consumer shall be subject to the mandatory territorial jurisdiction of the court in the Client's place of residence or domicile.

Furthermore, pursuant to EU Regulation no. 524/2013, any dispute related to online contracts may be solved by means of the Online Dispute Resolution (ODR), provided for by the European Commission and available at the following link: <https://webgate.ec.europa.eu/odr/>.

18. Governing law

This Contract is governed by Italian law.

In the absence of any express provision, reference is made to the provisions of the Italian Civil Code and to the other relevant legislation applicable.



19. Preservation of the Contract

Each provision of the Contract shall be deemed approved in that it (i) comprises an independent part of the Contract, (ii) it produces its effects regardless of whether other provisions of the Contract are operative or null and void and (iii) where it is null and void, this does not affect the validity and operative nature of the Contract.

20. Binding provisions - Specific rules that apply where the Client is a consumer

The following provisions only apply where the Customer is a consumer, who acts for purposes outside the scope of his or her trade, industry, craft or profession.

In view of the provisions on burdensome contracts, where a provision contained in the previous clauses does not apply to the Customer, in view of their status as consumer, the remaining parts of the Contract shall remain operative.

The right to withdraw does not apply to contracts for services after the service has been provided in full where performance is started with the Customer agreeing and accepting, that they lose the right to withdraw following full performance of the contract.

In the other circumstances, the Client has the right to withdraw from the Contract, without stating the reasons for this, within 14 days. The period of withdrawal expires after 14 days from the day on which the Contract is concluded. In order to exercise the right to withdraw, the Client shall inform InfoCert of the decision to withdraw from the Contract by means of an express declaration sent by certified e-mail (referred to in Italy as 'PEC') to: richieste.rimborso@legalmail.it or by letter sent by recorded delivery with advice of receipt to InfoCert S.p.A. - Direzione Generale e Amministrativa - Via Marco e Marcelliano, 45 00147 Rome. The standard withdrawal form on the following link: <https://www.infocert.it/pdf/Modulo-di-recesso-tipo.pdf> can be used for this purpose, although this is not obligatory.

In order to meet the deadline for withdrawal, where the Client sends the communication in relation to exercise of the right to withdraw before the withdrawal period expires, this will be sufficient.

Where the Client withdraws from the Contract pursuant to this clause, the Client shall be reimbursed the payments already made, without undue delay and in any event no later than 14 days from the day on which InfoCert is informed of the decision to withdraw from the Contract. The said reimbursements will be processed using the payment method used for the original transaction, save where the Client has expressly agreed otherwise. The Client shall not, however, incur any costs as a result of the said reimbursement.

The Service shall not be provided during the withdrawal period. The Client may expressly ask for provision of the Service to start during the withdrawal period. In these circumstances, the Client shall be liable to pay reasonable costs to InfoCert in an amount that is proportionate to the Service provided.



Consent

The Customer HEREBY DECLARES that he/she has read the "Privacy Notice - InfoCert Services" provided by InfoCert S.p.A. pursuant to Article 13, GDPR.

In addition, for the purpose set forth in paragraph 4, letter a), f), and g) of the information notice:

- he/she agrees to the processing of Data carried out by InfoCert S.p.A. for the purpose of sending promotional communications of products/services of the Data Controller or of the Group and/or third parties, to invite him/her to participate in thematic events and meetings, and in the context of online campaigns carried out jointly with third party digital services providers

Yes No

- he/she agrees to the communication and/or transfer of the Data to other Group companies or to third parties operating in the sectors indicated in the information notice, which will use them for their own commercial purposes as independent data controllers.

Yes No

(Customer Signature)

The following clauses contained in the General Contractual Conditions are expressly approved: art. 1.1 (Object); art. 1.2 (Licence of use); art. 1.5 (Maintenance and updating); art. 3 (Duration of the Contract); art. 4. (Hardware and software resources and service levels); art. 5 (Connectivity); art. 7. (Identification and access to the system); art. 9 (Data retention); art. 11 (Obligations and Responsibilities of InfoCert); art. 12 (Obligations and Responsibilities of the Customer, User and Owner); art. 13 (Termination and Withdrawal); art. 15 (Return of Documents); art. 17 (Competent Court).

(Customer Signature)

