

## General Conditions of Use SAAS

### Definitions

In these general terms and conditions (the "General Conditions") for the use of Software as Service ("SAAS") the terms and expressions listed below, when shown with a capital letter, must be understood with the meaning attributed to them in the present paragraph. The terms indicated in the singular are also understood to be plural and vice versa.

- **Updates and Developments:** means all updates, supplements, adaptations, developments, improvements and modifications generally made by SMARTYKEE and / or third-party owners of the Software.
- **Support:** means the technical support service aimed at suggesting to the Customer, upon the latter's request and where possible, technical solutions to ensure the correct use of the Cloud Services.
- **Booking Engine:** Booking platform with online check-in system, payment and automatic key distribution.
- **Customer:** means the company indicated in the Order.
- **Privacy Code:** means the Legislative Decree 30 June 2003, n. 196, containing the code regarding the protection of personal data and its subsequent modifications or additions including the EU Regulation 2016/679, known as GDPR.
- **Notice of Withdrawal:** has the meaning set forth in paragraph 12.1 (b).
- **Supplementary Conditions:** means the autonomous contractual conditions governing the supply, by SMARTYKEE, of specific specific Cloud Services which, if duly signed, will prevail over these General Conditions.
- **Connectivity:** means the connection to the Data Center made by the Customer by connecting to a telecommunications network or to the internet.
- **Contracts:** means these General Conditions, the relative attachments, the Order, any technical documentation delivered to the Customer, any subscription forms and any online instructions for using the Software.
- **Fees:** means the sums, indicated in the Order, that the Customer will correspond to SMARTYKEE or, if otherwise indicated in the Order, to the SMARTYKEE Distributor, due to the supply of Cloud Services.
- **Login credentials:** means the authentication system through which it is possible to access and use the Software to use the Cloud Services, including the identification codes and access keys provided by SMARTYKEE to the Customer and associated with each User and any tokens.
- **Data Center:** means the service centers that host the interconnected servers owned by SMARTYKEE or third parties, on which the Cloud Infrastructure resides.
- **SMARTYKEE Distributor:** means the person who, by virtue of a valid contract signed with SMARTYKEE, has the right to market the Cloud Services.
- **SMARTYKEE:** means the company SMARTYKEE S.R.L. (C.F. and VAT No. 10711220961), with headquarters in Via San Vincenzo 24, 20123 Milan.
- **Cloud Infrastructure:** means the cloud system owned by SMARTYKEE or third parties hosting the Software.
- **License:** has the meaning referred to in paragraph 10.2.
- **New Product:** has the meaning set forth in paragraph 12.1 (b)
- **Order:** means the form or coupon, in electronic or paper format, completed and accepted (also online) by the Customer and containing certain terms and conditions specifically applicable to the sale of electronic locks and the Cloud Services indicated in the Order itself. It is understood that, unless otherwise agreed between SMARTYKEE and the Customer, in the event of a discrepancy between the terms and conditions indicated in the Order and the provisions of the General Conditions and / or Supplementary Conditions, the provisions of the Order shall prevail.
- **Parts:** means, jointly, SMARTYKEE and the Customer.
- **Partner:** means the subject (s) identified by SMARTYKEE (also, possibly, among the SMARTYKEE Distributors) and that collaborates with the latter in order to provide the Customer with the Cloud Services and / or Assistance.
- **PEC:** means certified electronic mail.
- **Obsolete Product:** has the meaning set forth in paragraph 12.1 (a).
- **Property Management System:** The management program in the Cloud for reception operations and the management of reservations.
- **Intellectual Property:** means all intellectual and / or industrial property rights, registered or unregistered, in whole or in part, anywhere in the world, such as - by way of example and not limited to - trademarks, patents, utility models, designs and models, domain names, know-how, works covered by copyright, database and software (including, but not limited to, its derivations, source code, object code and interfaces).
- **SaaS:** means Software-as-a-Service or the provision of Cloud Services.
- **Electronic Locks:** The devices for opening and closing access systems designed to detect access codes via QR Code.
- **Cloud Services:** means the SAAS key generation services, Booking Engine and Property Management provided by SMARTYKEE to the Customer through the latter's access and use of the Software.
- **Software:** means software products owned by SMARTYKEE or one of the companies belonging to the SMARTYKEE Group or third parties, specifically identified in the Supplementary Conditions and hosted on the Cloud Infrastructure, possibly updated and / or modified following Updates and Developments.
- **User:** means each employee and / or collaborator of the Customer, authorized by the latter to use the Access Credentials to access and use the Software in order to use the Cloud Services.

### 1. Scope of the General Conditions

- 1.1. These General Conditions apply to the use by the Customer of the Software and to the provision, by SMARTYKEE, of the Cloud Services specifically indicated in the Order, through access and use, by the Customer, of each of the Software listed in the Order. These General Conditions also apply to all Updates and Developments, unless they are regulated by separate and autonomous Supplementary Conditions.

## 2. Cloud Services

- 2.1. With the Contract, in view of the timely payment of the Fees, SMARTYKEE will provide the Customer, who accepts, with the Cloud Services indicated in the Order concerning the generation of QR Codes that interface with the Electronic Locks and allow the opening of the same as well as the management services of Property Management and Booking Engine. The Client will be able to use the Cloud Services exclusively through the access and use in SAAS mode of the relative Software.
- 2.2. Without prejudice to the provisions of paragraph 10.3, against the payment of the Fees specifically indicated in the Order or possibly determined on the basis of separate written agreements, SMARTYKEE undertakes to provide the Cloud Services indicated in the Order to the Customer. The Client will be able to use the Cloud Services exclusively through the access and use in SAAS mode of the relative Software.

## 3. Customer's obligations

- 3.1. With the Contract, the Customer undertakes to:
  - a. pay SMARTYKEE or, if otherwise indicated in the Order, the SMARTYKEE Distributor the Fees due pursuant to Article 7;
  - b. autonomously acquire hardware and software, as well as adequate connectivity in order to access the Data Center and use the Software to use the Cloud Services;
  - c. to independently adapt the characteristics of its IT systems and Connectivity to the changes, replacements and corrections eventually made to the Software and Cloud Services after the conclusion of the Contract;
  - d. use the Software and / or Cloud Services in accordance with these terms and exclusively for the purposes for which they are intended;
  - e. provide SMARTYKEE with all the information necessary to allow SMARTYKEE to correctly and completely fulfill the obligations assumed under this Agreement, as well as to immediately notify any related changes, including any changes relating to Users;
  - f. have each User view these General Conditions;
  - g. adhere to the general conditions of supply of third-party services (ad. Stripe) necessary for the use of the service

## 4. Login Credentials

- 4.1. The Customer and / or each User may use the Software and use the Cloud Services activated through the Login Credentials that will be provided by SMARTYKEE.
- 4.2. The Customer is aware of the fact that the knowledge of Access Credentials by third parties would allow the latter to use the Software unauthorized, the unauthorized use of the Cloud Services and access to any information stored therein. The Customer will in any case be held solely responsible for any use, whether authorized or not, of the Software through the Access Credentials.
- 4.3. The Customer is required to keep and ensure that each User guards the Login Credentials with the utmost confidentiality and with the utmost diligence, obliging himself not to sell them or to allow their use to third parties not expressly authorized.
- 4.4. SMARTYKEE and / or any Partners may in no case be held liable for any direct and / or indirect damage that may arise to the Customer, to each User and / or to third parties as a result of failure by the Customer to comply with and / or of each User of the provisions referred to in this article 4.

## 5. Support

- 5.1. In view of the timely payment of the Fees, SMARTYKEE undertakes to make available to the Customer, in accordance with the timelines and methods published on the SMARTYKEE website.
- 5.2. The Customer acknowledges and accepts that the Assistance service will be provided exclusively remotely, any direct intervention on the Customer's IT systems being expressly excluded.

## 6. Updates and Developments

- 6.1. The Customer acknowledges and agrees that, where deemed appropriate at the discretion of SMARTYKEE, the Updates and Developments may: (i) determine the modification or elimination of certain features of the Software; or (ii) consist of replacements or migrations (even partial) of the Software and related Cloud Services.
- 6.2. The Customer exonerates SMARTYKEE from any liability related to any damage resulting from potential Updates and Developments, unless such damages result from willful misconduct or gross negligence of SMARTYKEE.

## 7. Fees

- 7.1. In connection with the provision of Cloud Services, the Customer undertakes to pay to SMARTYKEE or, if otherwise specified in the Order, the SMARTYKEE Distributor the Prices indicated in the Order, according to the methods and timing provided therein. In the absence of an express provision in the Order, the Fees must be paid within thirty days of receipt of a valid invoice issued by SMARTYKEE or, if otherwise specified in the Order, by the SMARTYKEE Distributor.
- 7.2. All the Considerations must be understood as net of I.V.A. and any other legal charges.
- 7.3. The Customer acknowledges and expressly agrees that the Fees are subject to annual updating to the extent of 100% of the increase in the ISTAT index of services production prices, calculated as the average of the last twelve months.
- 7.4. The Customer acknowledges that the Software and its Cloud Services are subject, by their very nature, to constant technological and regulatory evolution which requires continuous and expensive updating, development and, in some cases, replacement activities, necessary in order to guarantee their functionality. As a result of the foregoing, SMARTYKEE will have the right to modify the Fees even to a greater extent than the ISTAT index in the manner referred to in Article 15.
- 7.5. Without prejudice to the provisions of paragraph 7.4 above, if, during the execution of the Contract, unforeseeable circumstances occur such as to make the provision of Cloud Services by SMARTYKEE more burdensome, the latter will be entitled to receive fair compensation tantum or to unilaterally change the Fees.
- 7.6. In the event of non-payment or late payment of any sum due pursuant to the Contract, the Customer will automatically forfeit the benefit of the term and accrued default interest on the amounts due pursuant to Legislative Decree 231/2002.
- 7.7. The Customer renounces to propose exceptions without having previously fulfilled his payment obligations pursuant to this article 7.
- 7.8. The Customer accepts that the contractual relationship between SMARTYKEE and the SMARTYKEE Distributor concerning the marketing of the Cloud Services may cease during the term of this Agreement and that, in this case:

- a. SMARTYKEE will inform the Customer of the termination of the contractual relationship between the same SMARTYKEE and the SMARTYKEE Distributor;
- b. starting from the date of receipt of the communication referred to in letter (a) above, the Customer must pay the Fees directly to SMARTYKEE according to the terms and conditions indicated in the same communication;
- c. any contract between the Customer and the SMARTYKEE Distributor with reference to the Cloud Services will be transferred, pursuant to and for the purposes of art. 1406 of the Civil Code, from the Distributor to SMARTYKEE;
- d. the Customer lends since now, pursuant to and for the purpose of art. 1407 of the Civil Code, your consent to the transfer referred to in letter (c) above.

## 8. Confidentiality

- 8.1. The Parties are strictly prohibited from communicating and / or divulging or otherwise using, even through a third party and / or entity, any news, information or documentation learned and obtained at the time the Contract is executed and SMARTYKEE has classified as "confidential" or "confidential", even if it is not a question of real industrial secrets, both if it pertains to the Parties, and if it concerns companies their customers and / or suppliers, except:
  - a. as expressly requested by the execution of the Contract;
  - b. express written authorization of the other Party;
  - c. when the Parties are obliged to do so by law and / or by order of the administrative and / or judicial authority.
- 8.2. Without prejudice to the case in which the information and / or documents referred to in paragraph 8.1 constitute secret information pursuant to Article 98 of Legislative Decree no. 30/2005, the prohibition referred to in the previous paragraph will remain unconditionally stopped even after the termination of the Contract, for any cause intervened, for the subsequent period of 3 (three) years, deemed appropriate by both Parties, subject to the fall in public domain of information that is not attributable to the Parties.

## 9. Partner

- 9.1. SMARTYKEE, in fulfilling its obligations under the Contract, may avail itself, at its sole discretion, of the technical, organizational and commercial cooperation of its Partners, to whom it may entrust the provision of some or all of the activities listed in these General Conditions and / or in the Order.

## 10. Intellectual Property

- 10.1. All intellectual property rights, including related economic exploitation rights, cloud infrastructure, software, cloud services, documentation, updates and developments and derivative works are and remain, in whole and in part and everywhere in the world, of exclusive ownership of SMARTYKEE and / or of the relative third owners indicated in the Order, in the Supplementary Conditions or in the technical support documentation.
- 10.2. For the sole purpose of allowing the Customer to use the Cloud Services indicated in the Order, SMARTYKEE grants the Customer, who accepts, a non-exclusive, non-transferable, temporary license to use the Software and limited to the maximum number of Users indicated in the Order ("License").
- 10.3. The Customer undertakes, also pursuant to art. 1381 c.c. for each User to use the Software and the Updates and Developments within the limits of the License and in compliance with the Intellectual Property rights of SMARTYKEE or third parties. Therefore, by way of non-exhaustive example and in any case subject to the mandatory legal limits, the Customer will not be able to:
  - a. circumvent the technical limitations and technological protection measures present in the Software and / or in the Updates and Developments, including the authentication system;
  - b. reverse engineer, decompile or disassemble the Software and / or Updates and Developments;
  - c. execute or have copies made of the Software and / or Updates and Developments;
  - d. publish or publish the Software and / or Updates and Developments;
  - e. use the Software and / or Updates and Developments outside the Cloud Infrastructure;
  - f. market for any reason the Software and / or Updates and Developments.
- 10.4. All rights to trademarks, logos, names, domain names and other distinctive signs associated with the Cloud Infrastructure remain with SMARTYKEE (and / or, if applicable, the third party owners referred to in paragraph 10.1 above) or to third parties. , to the Software, to Updates and Developments and / or to the Cloud Services, with the consequence that the Customer may in no way use them without the prior written authorization of SMARTYKEE (and / or the third owner).

## 11. Responsibility and statements of the Customer

- 11.1. By accepting these General Conditions, the Customer declares (i) to have all the rights and powers necessary to conclude and fully and effectively execute the Contract and (ii) to use the Software (including any Updates and Developments) ) and the Cloud Services as part of their entrepreneurial, craft, commercial or professional activity and that, therefore, the provisions of Legislative Decree 206/2005 for the protection of consumers do not apply to him.
- 11.2. The Customer undertakes to ensure that the provisions of the Contract are respected by each User, including their respective employees and / or collaborators. Also pursuant to art. 1381 of the Civil Code, the Customer is considered to be the exclusive responsible for the work of these subjects and also guarantees compliance with all applicable regulations, including tax and civil law.
- 11.3. It is forbidden to use the Software, Cloud Services and / or Updates and Developments for the purpose of storing, sending, publishing, transmitting and / or sharing data, applications or IT documents that:
  - a. are in conflict or violate Intellectual Property rights owned by SMARTYKEE and / or third parties;
  - b. have discriminatory, defamatory, libelous or threatening content;
  - c. contain pornographic, pedopornographic, obscene or otherwise contrary to public morality materials;
  - d. contain viruses, worms, Trojan horses or other computer elements of contamination or destruction;
  - e. constitute spamming, phishing and / or similar activities;
  - f. are in any case contrary to the applicable legislative and / or regulatory provisions.
- 11.4. SMARTYKEE reserves the right to suspend the provision of Cloud Services and access to Software to the Customer, to each User, or to prevent access to the data stored therein, if it becomes aware of a violation of the provisions of this article and / or a specific request is

made in this sense by a judicial or administrative body based on the current regulations. In this case, SMARTYKEE will communicate the reasons for the adoption of the access suspension to the Customer, without prejudice to the right to terminate the Contract pursuant to the following article 19.

- 11.5. The Customer acknowledges that the Software, Updates and Developments and / or Cloud Services may contain and / or require the use of so-called open source software and undertakes, also pursuant to art. 1381 c.c. for each User, to observe the terms and conditions specifically applicable to them. Where necessary, these conditions will be made suitably known to the Customer by SMARTYKEE.

## 12. Withdrawal from the market and replacement

- 12.1. The Customer acknowledges that the Software, the Cloud Services and the environments in which they operate are subject, by their nature, to a constant technological evolution that can determine their obsolescence and, in some cases, the opportunity for a withdrawal from the market and possibly a replacement with new technological solutions. Therefore, SMARTYKEE may decide, at its sole discretion, during the term of this Agreement, to withdraw from the market the Cloud Services and / or the relevant Software (possibly replacing them with new technological solutions). Then:
- SMARTYKEE will communicate in writing (also by email) to the Customer, with at least six months' notice, that it intends to withdraw from the market one or more Cloud Services and / or the relative Software (each of them the "Obsolete Product");
  - the communication referred to in point (a) above ("Withdrawal Notice") will contain a description of any new Cloud Service and / or Software (the "New Product") which will replace each Obsolete Product, it being understood that the New Product may be based on technologies other than those of the obsolete product;
  - where the Obsolete Product is not replaced by any New Product, the Contract will cease to produce effects with reference to the Obsolete Product on the date that will be indicated by SMARTYKEE in the Withdrawal Notice (in any case not earlier than the last day of the sixth month following the date of the Communication of Withdrawal); starting from this date, the Obsolete Product will cease to be supplied and the Customer will be entitled to a refund of the amount of Fees already paid for the period in which he will not be able to enjoy the Obsolete Product;
  - where the Obsolete Product is replaced with a New Product, the Customer will have the right, exercisable within 15 days from the date of the Withdrawal Notice, to withdraw from the Contract with reference to the Obsolete Product only, effective from the last day of the sixth month following the date of the Withdrawal Notice (date from which the Obsolete Product will cease to be supplied), it being understood that, otherwise, the Contract will continue to have its effects (with the express exception for what is specifically indicated in the Notice of Withdrawal) with reference to the New Product and any reference to the Obsolete Product shall be deemed to refer to the New Product.

## 13. Indemnity and responsibility of the Customer.

- 13.1. The Customer undertakes to indemnify and hold SMARTYKEE harmless from any damage, claim, responsibility and / or burden, direct or indirect and including reasonable legal fees, that SMARTYKEE should suffer or bear as a result of the failure by the Customer and / or of each User of each of the obligations under the Contract and, in particular, of the provisions of articles 3 (Customer Obligations), 4 (Access Credentials), 8 (Confidentiality), 10 (Intellectual Property), 11 (Responsibility and declarations) of the Customer, 12 (Withdrawal from the market and replacement of products), 24 (Transfer of the contract and prior authorization pursuant to Article 1407 of the Civil Code) and 28 (Treatment of personal data).
- 13.2. The Customer undertakes to indemnify and hold SMARTYKEE harmless from any damage, pretense, responsibility and / or burden, direct or indirect and including reasonable legal fees, that Users, Customers and third parties may suffer or suffer as a result of events related to provision of services to third parties by the Customer.
- 13.3. The Customer also undertakes to indemnify and compensate SMARTYKEE for any damage that the latter may suffer in the event of excessive generation of calls to the server for the generation of access keys or other services indicated in the order or in the case of sending of parameters and / or files and / or data that do not comply with the guidelines provided by SMARTYKEE for the use of SAAS.

## 14. Responsibility of SMARTYKEE

- 14.1. SMARTYKEE does not make express or implied declarations and warranties as to whether the Cloud Services, the Software and / or Updates and Developments are suitable to meet the specific needs of the Customer, that they are error-free or that they have functionality not provided for in the technical specifications and in the related documentation.
- 14.2. SMARTYKEE cannot be held liable for damages, direct or indirect, of any nature and magnitude, which may arise to the Customer and / or to each User and / or to third parties as a result of the use of the Cloud Services, the Software and / or Updates and Developments in a manner that does not comply with the provisions of the Contract and / or current laws.
- 14.3. SMARTYKEE will not be in any way responsible for any malfunctions and / or failure to use the Cloud Services, Software and / or Updates and Developments that result from inadequate Connectivity with respect to the relative technical characteristics.
- 14.4. Under no circumstances will SMARTYKEE be held liable for any damages or losses, of any nature or magnitude, deriving from the processing carried out by the Customer and / or by each User through the Cloud Services, the Software and / or Updates and Developments, being in each in case the Customer and / or User are required to verify the correctness of such processing.
- 14.5. Unless this is necessary to comply with the provisions of the law and / or requests of the judicial authority, SMARTYKEE is not required in any way to verify the data and content entered by the Customer and / or each User in the Cloud Infrastructure through the Services Cloud and, therefore, cannot in any way be held responsible for damages and / or losses, direct or indirect and of any nature, deriving from errors and / or omissions of such data or connected to their nature and / or characteristics.
- 14.6. SMARTYKEE, subject to the mandatory legal limits, may in no case be held liable for any damage (direct or indirect), cost, loss and / or expense that the Customer and / or third parties may suffer as a result of cyber-attacks, activities of hacking and, in general, unauthorized and unauthorized access by third parties to the Data Center, to the Cloud Infrastructure, to the Software and, in general, to the IT systems of the Customer and / or SMARTYKEE, from which they can derive, without claiming of completeness, the following consequences: (i) failure to use the Cloud Services; (ii) loss of ownership data or otherwise available to the Customer; and (iii) damage to hardware and / or software systems and / or to Client Connectivity.
- 14.7. Except in the case of wilful misconduct or gross negligence, the responsibility of SMARTYKEE can never exceed the amount of the Annual Fees paid by the Customer pursuant to this Agreement. SMARTYKEE cannot be held liable for any damages due to loss of profit, lost

profits or indirect damages, loss or damage to data, factory downtime, loss of business opportunities or other benefits, payment of penalties, delays or other responsibilities of the Customer towards third.

#### 15. Unilateral Changes

- 15.1. The Contract may be modified by SMARTYKEE at any time, giving simple written communication (also via e-mail or with the aid of computer programs) to the Customer.
- 15.2. In this case, the Customer will have the right to withdraw from the Contract with a written communication sent to SMARTYKEE by registered letter with acknowledgment of receipt within 15 days of receipt of the written notice by SMARTYKEE referred to in the preceding paragraph.
- 15.3. In the absence of exercise of the right of withdrawal by the Customer, in the terms and in the manner indicated above, the modifications to the Contract will be considered definitively known and accepted by the latter and will become definitively effective and binding.

#### 16. Suspension and Interruption

- 16.1. SMARTYKEE will make every reasonable effort to ensure maximum availability of the Cloud Services. However, the Customer acknowledges and agrees that SMARTYKEE may suspend and / or interrupt the supply of Cloud Services, upon written notice to the Customer, should ordinary or extraordinary maintenance operations be necessary to the Data Center and / or Cloud Infrastructure and / or Software. In such cases, SMARTYKEE undertakes to restore the availability of Cloud Services as quickly as possible.
- 16.2. Without prejudice to the provisions of paragraphs 11.4 and 19.2, SMARTYKEE also reserves the right to suspend or interrupt the supply of Cloud Services:
  - (a) in the event of total or partial non-payment or late payment of the Fees;
  - (b) if there are security and / or confidentiality reasons;
  - (c) in case of violation, by the Customer and / or each User, of the legal obligations regarding the use of IT services and the internet network;
  - (d) in the event that problems arise at the Data Center and / or the Cloud Infrastructure and / or the Software that cannot be remedied without suspending the related access, including the hypothesis of relative replacement and / or even partial migration, in any case prior written notice to the Customer about the reasons for the suspension and the expected timing of intervention.

#### 17. Duration

- 17.1. Without prejudice to what may and is not otherwise provided for in the Supplementary Conditions or in the Order, the Contract has a duration of one year from its conclusion and will be automatically renewed from year to year, subject to cancellation to be sent, by registered letter with return receipt and / or PEC, at least 6 (six) months before the deadline.

#### 18. Withdrawal

- 18.1. SMARTYKEE reserves the right to withdraw from this Contract at any time, by registered letter with return receipt and / or PEC to be sent to the Customer with at least 6 (six) months' notice.
- 18.2. In the event that SMARTYKEE exercises its right of withdrawal for reasons other than those referred to in paragraph 18.3 below, the Customer will be entitled to a refund of the fee for the period of failure to use the Cloud Services, if it has already been paid.
- 18.3. SMARTYKEE also reserves the right to withdraw from the Contract even in the event that the Customer is seriously in breach with reference to any of the other contracts between the same Customer and SMARTYKEE.

#### 19. Express termination clause and prohibition from the Cloud Infrastructure

- 19.1. Without prejudice to compensation for damages, SMARTYKEE reserves the right to terminate the Contract pursuant to art. 1456 of the Civil Code following the sending of a simple written communication by certified e-mail or registered letter with return receipt in the event of failure by the Customer and / or each User to comply with even one of the provisions: 3 (Customer's obligations), 4.3 (Credentials of Access), 7.1-7.5 (Fees), 8 (Confidentiality), 10 (Intellectual Property), 11.1-11.2-11.3 (Responsibilities and statements of the Customer), 12 (Withdrawal from the market and replacement of products), 13 (Indemnification), 23 (Transfer of the contract and prior authorization pursuant to Article 1407 of the Civil Code).
- 19.2. Without prejudice to the Customer's obligation to pay the Fees pursuant to article 7, SMARTYKEE, in the event of the Customer and / or each User failing to comply with one of the obligations referred to in paragraph 19.1, also reserves the right to interrupt at any time the supply of Cloud Services to the Customer. In this case, SMARTYKEE will inform the Customer of the intention to interrupt the supply of the Cloud Services, inviting the Customer, where possible, to remedy the non-performance within a specified period. In any case, the Customer is obliged to pay the amount due also in the event of interruption of the supply of Cloud Services.

#### 20. Effects of termination of the Contract and return

- 20.1. In the event of termination of the Contract, for any reason, SMARTYKEE will immediately and definitively cease supplying the Cloud Services to the Customer.
- 20.2. Without prejudice to the provisions of paragraph 20.1, following the termination of the Contract, for any reason whatsoever, the Customer will have the right to download his data, documents and / or contents for a period of 60 (sixty) days from the date of termination of the Contract. Alternatively, the return of such data, documents and / or content may be requested by the Customer through automated delivery methods to be agreed or on special optical media, against the payment of fees specifically provided.
- 20.3. Without prejudice to different agreements between the Parties and the mandatory legal limits, where the Customer has not downloaded or requested the return of the data, documents and / or contents within the period referred to in paragraph 20.2, SMARTYKEE shall have the right to cancel them permanently.
- 20.4. In any case, it is understood that the following provisions will survive the termination of the Contract, for any reason: 1 (Scope of the General Conditions), 7 (Fees), 8 (Confidentiality), 10 (Intellectual Property), 11 (Responsibility and statements by the Customer), 12 (Withdrawal from the market and replacement of products), 13 (Indemnification), 14 (Responsibilities of SMARTYKEE), 21 (Communications), 22 (Applicable law and exclusive jurisdiction), 24 (Novative effect), 25 (Tolerance), 26 (Invalidity and partial ineffectiveness).

## 21. Communications

- 21.1. All communications to the Customer relating to the Contract may be made to the email address communicated by the Customer in the Order. It is understood that it will be the Customer's responsibility and responsibility to communicate any change in relation to the email address identified by the Customer for all communications.

## 22. Applicable law and exclusive jurisdiction

- 22.1. This contract is regulated and must be interpreted in accordance with Italian law.
- 22.2. Will be devolved to the knowledge of a board of three arbitrators, appointed in accordance with the Rules of the Arbitration Chamber of Milan, which will decide according to law, any dispute concerning the, or arising from the Contract, except for (i) the injunction proceedings of which to articles 633 ss. Code of Civil Procedure and the related stages of opposition and (ii) the precautionary or substantive proceedings, relating to the violation, by the Customer and / or each User, of the Intellectual Property owned by SMARTYKEE, any Partners and / or the SMARTYKEE Group , for which the Court of Milan will be exclusively competent.

## 23. Contract assignment and prior authorization ex. art. 1407 c.c.

- 23.1. Subject to the prior written authorization of SMARTYKEE, the Customer is prohibited from assigning the Contract, in whole or in part.
- 23.2. The Customer consents from now, pursuant to and for the purposes of art. 1407 of the Civil Code, to the transfer from the SMARTYKEE Distributor to SMARTYKEE of the contract concerning the Cloud Services that may exist between the Customer and the SMARTYKEE Distributor who has ceased, for any reason, to be an authorized SMARTYKEE distributor.

## 24. Novative effect

- 24.1. Any relevance of any previous individual agreements between the Parties, which are intended to be absorbed and exhaustively exceeded by the provisions of the Contract, is excluded.

## 25. Tolerance

- 25.1. The eventual failure to assert one or more of the rights provided by the Contract cannot however be understood as a definitive renunciation of these rights and will not, therefore, prevent the exacting and strict fulfillment at any other time.

## 26. Invalidity and partial ineffectiveness

- 26.1. Any invalidity or ineffectiveness of any of the terms of the Agreement will leave the other legally and functionally independent agreements intact, except as provided by the art. 1419, first paragraph, c.c.

## 27. Personal data processing

- 27.1. SMARTYKEE declares that the personal data relating to the Customer, and the contact data of the Customer's personnel appointed by the Customer to manage the Contract, will be subject to processing by SMARTYKEE in compliance with current legislation on the protection of personal data and the obligations arising from the Contract. The data will be processed in relation to the contractual requirements and to the consequent fulfilment of the legal, administrative-accounting and contractual obligations deriving from them, as well as for the purpose of protecting their rights and to guarantee the security of the systems. The provision of the data marked as mandatory when completing the contractual forms, and those identified as such when collecting additional data during the contractual relationship, is necessary and essential for the establishment and management of the Contract itself and not no specific consent is required from the Customer for its processing.
- 27.2. In the event of consent expressed by the Customer and revocable at any time by contacting SMARTYKEE, or in any case if permitted under the current legal provisions, SMARTYKEE may also process the Customer's identification and contact data for marketing, promotional and information activities, via email , fax, telephone, mail, or digital channels concerning products and services of SMARTYKEE and other SMARTYKEE Group companies, market surveys, satisfaction surveys.
- 27.3. If the Customer also consents, in the ways indicated above, to the use of his / her data also for profiling purposes, SMARTYKEE may process the data collected as part of the execution of the Contract to conduct analyzes relating to the use of the Cloud Services by the Customer of any combinations with a specific geographical area and the product category to which they belong, or other forms of analysis, in aggregate or individual form, both for statistical purposes and to improve the offer of products and services and personalize the sending of any commercial communications, if allowed by the Customer. The Customer may withdraw his consent at any time in the ways indicated in the following art. 27.4.
28. The data will be processed in written form and / or on a magnetic, electronic or telematic support. The data will neither be disseminated nor communicated to third parties, except for any companies that carry out auditing and certification activities, to which SMARTYKEE has adhered or is required by law, as well as tax, legal or business consultants, credit institutions, institutions and administrations public or legally qualified subjects to receive such information and to fulfill the obligations of the Contract towards the Customer. The personnel in charge of the administration, the commercial area, the technical area and the management control of SMARTYKEE, as well as the external processors who lend may be aware of the personal data, insofar as it is strictly necessary according to the respective tasks. IT services (including the SMARTYKEE Group companies that can provide support in relation to the Cloud Services and the data center service provider where the IT infrastructures for the provision of Cloud Services reside) also for maintenance purposes computer system management and data recovery. The data will be processed for the entire duration of the contractual relationship and, after its termination, where necessary for the fulfillment of the legal obligations, for the times envisaged by the fiscal and civil law or for the protection of the rights in court. The Customer may exercise the rights provided by the law and request, among other things, information on the origin and use of the data, the modification and correction of data, or the deletion of data if no longer necessary, and request further information, including the list of external data processors, by contacting the legal department, at SMARTYKEE headquarters or by sending an email to the following address [hello@smartykee.com](mailto:hello@smartykee.com). The right to contact the Guarantor for the protection of personal data or the judicial authorities in the event of alleged violation of the regulations regarding the protection of personal data remains unaffected.
- 28.1. The Parties agree that SMARTYKEE may proceed to the processing and use of purely statistical information, on an aggregate basis, collected in relation to the use of the Cloud Services by the Customer, including information relating to the meta-data associated with the documents, for the purpose of study and statistics. To this end, the Customer grants SMARTYKEE a non-exclusive, perpetual, irrevocable license, valid worldwide and free of charge, to use this information for these purposes.

- 28.2. The Parties acknowledge that the execution of the Cloud Services may involve the processing by SMARTYKEE of personal data owned by the Client or of which the Customer has been appointed, in turn, the data controller by the legitimate owner ("Third Beneficiary") . In this regard, the Parties mutually acknowledge that SMARTYKEE will act in relation to such processing as the person responsible for processing personal data pursuant to the Privacy Code, according to the provisions set forth in the Supplementary Conditions.
- 28.3. It is understood that SMARTYKEE does not assume any responsibility regarding the consequences deriving from the non-compliance by the Customer and / or the Third Beneficiary with the obligations imposed on them as data controllers pursuant to this article 28. The Customer undertakes to indemnify and hold SMARTYKEE harmless from any prejudice, charge, sanction or claim that SMARTYKEE should suffer or receive due to the violation by the Customer and / or the Third Beneficiary of such obligations.

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Pursuant to and for the purposes of articles 1341 and 1342 of the civil code, the Customer declares to have read, examined and specifically approved the following clauses of this Agreement:

1. Scope of application of the general conditions;
3. Customer obligations;
- 4.3-4.4 Login credentials;
5. Updates and developments;
- 7.3-7.4-7.5-7.6-7.7-7.8 Fees;
8. Confidentiality;
9. Partner;
11. Responsibilities and customer statements;
12. Withdrawal from the market and replacement of products;
13. Indemnity;
14. Responsibility of SMARTYKEE;
15. Unilateral decisions;
16. Suspensions and interruptions;
17. Duration;
18. Withdrawal;
19. Express termination clause and disqualification from the cloud infrastructure;
20. Effects of termination of the contract and restitution;
22. Applicable law and exclusive jurisdiction;
23. Contract assignment and prior authorization ex. art. 1407 c.c.

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Customer stamp and signature