

SaaS TERMS OF SERVICE



Contents

Purpose of the document	3
Article 1. Definitions.....	3
Article 2. Integral part.....	4
Article 3. THE OBJECT OF THE SERVICE	4
Article 4. SERVICE LIMITATIONS	7
Article 5. ACCESS TO THE SERVICE.....	7
Article 6. SERVICE AVAILABILITY	8
Article 7. HELP DESK	9
Article 8. LOCATION OF CUSTOMER DATA	10
Article 9. PHYSICAL AND ENVIRONMENTAL SAFETY MEASURES	10
Article 10. DELETING DATA	11
Article 11. BACKUP AND RESTORE	12
Article 12. LIABILITY.....	12
Acceptance of the Terms of Service	13

Purpose of the document

This document describes the terms of service of THE E-voting Service provided in SaaS mode.

Article 1. Definitions

For the purposes of implementing these “Terms of Service”, capitalised terms and expressions have the meaning given below, both singular and plural.

Customer indicates the natural or legal person identified as such in “order form” or in online order and that subscribes to the “form Order” O order online for your business, educational or professional purposes.

Personal data Means personal data that the Customer deals with in connection with the performance of the Agreement, as defined in the Regulation on the protection of individuals with regard to the processing of personal data, as well as on the free movement of such data and repealing Directive 95/46/EC (“GDPR” these rules are referred to below as “applicable rules”).

Contract indicates alternately:

- a set of documents composed of: The “Description of ordered items”, the “order form” and the “SEPA mandate” (if any), these General Terms and Conditions for SaaS Services, as well as the Terms of Service and Technical Prerequisites and any other General Conditions applicable to ordered items referred to in the “Description of ordered items”; or
- An online order validated by an authorised signatory of the Customer and including or referring to the “Description of ordered items” (indicating the quantity and price of such items), the “SEPA mandate” (if any), these General Conditions, The Terms of Service and Technical Prerequisites and any other general conditions applicable to the ordered items referenced in the “Description of ordered items”.

These General Conditions, Terms of Service and Technical Prerequisites can be consulted and downloaded from the Cedat 85 site (<http://www.cedat85.com/>) and can also be sent to the Customer on request in electronic form.

Cedat 85 recommends that you read these General Conditions, Terms of Service and Technical Prerequisites, using the latter access tool that is always available.

SaaS E-voting service	Indicates the web services portal that Cedat 85 makes available to its customers. The Portal is accessible at Digital4Democracy - PRO/ or at the different web address that is communicated by Cedat 85.
Professional services	Means the professional services of Cedat 85 for the installation, configuration and adoption of the third-party hardware and/or Software offered by Cedat 85 and purchased by Customer in the “Description of ordered items” which is subject to separate general conditions for the provision of professional services.
User	Means any natural person authorised by the Customer who can access the Service.

Article 2. Integral part

The “Terms of Service” are an integral and substantial part of the Agreement, as specified in Article 2 “Definitions and interpretations” of the “General Terms of Agreement”. These “Terms of Service” describe the terms applicable to the Service that override all other provisions in the General Terms of the Agreement.

SUBJECT MATTER AND AVAILABILITY OF THE SERVICE

Article 3. THE OBJECT OF THE SERVICE

THE E-voting service allows Schools, Universities, Public Administrations, Public and Private Companies, Associations and Financial activities (clients) to organise elections on the online platform-in a simple and secure way.

The E-voting Service provided by Cedat 85 allows:

Simplicity in voting on-line

The vote on-line is simpler than the one carried out in the presence and the one by correspondence. Those entitled to vote can access, through SPID or with the credentials received in their mailbox or smartphone, the link sent by the customer that leads to the voting system and allows to express the voter's preference. Digital voting is independent of time and location and gives voters maximum flexibility.

Even the electoral organisation, entrusted to the client, is considerably simplified: Thanks to the on-line vote it is possible to create, in a few seconds, the electoral cards and the electoral lists directly within the Service both independently and with the support of operators Cedat 85.

Security in voting on-line

In order to secure the voting phase, the voting right voter receives in his own e-mail box, previously communicated to the customer, the link to access the voting area. To access the voting area, the voter must log in with his or her credentials and then log in to the voting area.

For special votes, defined by the customer, the service requires a further confirmation with the sending on the mobile phone of the voter an opt code to be inserted before the expression of the vote.

The system supports the SPID (public digital identity system): In this way the reliable identification of the voter is carried out by a qualified identity provider accredited by the AGID. The SPID guarantees the certain identity of the natural person; the right to vote is the responsibility of the client.

All personal data are protected in accordance with the General European Data Protection Regulation (GDPR). The service has been implemented on the basis of the principles of art. 25 privacy by design and privacy by default.

Data minimisation: The data strictly necessary for voting is required:

- Name and surname to identify voters and candidates;
- E-mail address of voters to access the service and activate their credentials;
- Mobile number of voters to access special votes.

Personal data (e-mail, login credentials, telephone number) are encrypted in digital archives.

Univocity of the vote

Once the right to vote has been expressed, the service does not allow the expression of further preference since the electoral card associated univocally to the voter loses the association.

The vote is immutable

THE architecture of the different voting methods and the encryption implemented by Cedat 85 do not allow the results of the individual votes to be varied.

Communications over the Internet are guaranteed by the https security protocol with SSL/TLS encryption certificate that ensures that sensitive information provided by users on the web (such as passwords, personal data and other data) remains confidential and is not intercepted by any third party; this is done through encrypted communication between the client and the web server.

Certifications

CEDAT 85 applies a **quality management model** according to UNI EN ISO 9001:2015 and applies an Information Security Management Model (ISMS) according to UNI EN ISO 27001 extended with the controls of ISO/IEC 27017 and ISO/IEC 27018 standards.

More participation

E-voting increases the autonomy of voters with disabilities and promotes the participation in the ballot box of those who are far from their own electoral section allows a higher turnout rate while ensuring the participation of social groups that would otherwise be excluded from voting, particularly those who are abroad.

Remote voting can be done at any time of the day, from anywhere and with the most common electronic devices such as PCs, smartphones, tablets connected to the Internet.

Types of voting:

Secret and secret in urn

Secret voting ensures that neither the customer nor the voters nor the system are able to know the preferences expressed by the voters. In order to guarantee the democratic vote and to avoid in any way the voting/candidate association, the system stores in its archives only if the voting person has voted and assigns the value +1 to the candidate, exactly as it happens in the physical urn mode.

The secret vote is for the vote of a measure

The secret ballot an urn provides an electoral card with candidates plus free field to indicate a candidate not on the list.

Obvious

A clear vote is the way in which the voter publicly declares his vote.

This mode is used when the vote must not be secret and the identity of the voter can be associated with his opinion. The explanation of the vote can be done in different ways (raising of hands, nominal ballot). One of these is the use of votes on-line. The on-line vote can be expressed both by remote voters and by those physically present at the voting seat with the help of electronic devices.

Article 4. SERVICE LIMITATIONS

Assistance and the maintenance of service standard not they include customisations, adaptations, or integrations.

Assistance is only provided remotely.

There is no provision for the activation of extra modules, in addition to those expressly stated in the Agreement.

There is no provision for technical support from Cedat 85 for the import of data and for the standardisation of data, unless expressly stated in the Agreement.

There is no possibility of having its own domain for access to the service. There are no APIs available for integration with third-I products

Supported browsers: Edge, Chrome, Safari, Firefox.

Article 5. ACCESS TO THE SERVICE

The Service is active H24, without prejudice to any maintenance windows and in case of serious malfunctions.

The maintenance windows are as follows:

- 24:00 a.m. to 7:00 a.m. (Central European time “CET” / Central European Legal time “CEST”)
- Sundays and public holidays according to the current calendar In Italy
- scheduled maintenance

For all scheduled maintenance, Cedat 85 notifies customers via E-voting Service or by e-mail or telephone with a minimum of 48 hours in advance.

Access to the service is through personal credentials that are not transferable to third parties.

Article 6. SERVICE AVAILABILITY

Cedat 85 provides THE E-voting SaaS platform through which all the modules necessary to achieve the customer's business goals and demands will be made available.

The platform will ensure the availability and reliability of your cloud service with 99,00% high availability uptime on an annual basis.

The cloud service provider was chosen following a thorough internal technical assessment and testing that confirmed the quality and efficiency of the service.

Availability and business continuity of services will be guaranteed 24x7x7.

THE E-voting service, in fact, is based on Cloud IBM located in Europe, which has conformity certifications according to ISO/IEC 27001:2013, 27017:2015 and 27018:2019.

The certifications are approved by independent third-party control bodies.

Compliance with these international standards and the code of conduct is proof of IBM Cloud's commitment to information security at all levels of the company and compliance with IBM Cloud's security program with industry best practices. So, THE E-voting platform will adhere to these standards.

Article 7. SERVICE ACTIVATION

Activation of the service is generally agreed with the customer, the minimum time is 2 working days from the date of subscription of the contract.

The service is active by sending temporary first-time login credentials to the user authorised by the customer.

Article 8. DISABLING THE SERVICE

Deactivation of the service is from the date of expiration or termination of the Agreement. The deletion of customer data (both customer-generated data and backup copies) will begin 60 (sixty) days after the service is deactivated in accordance with Cedat 85's policy on backup retention.

Article 9. HELP DESK

The service assistance will be guaranteed for the entire contractual duration and will be carried out by a team of professionals composed of systems and developers, organised in shifts that will guarantee coverage from Monday to Friday, from 09:00 to 19:00.

The service structure can respond at the times indicated in the SLA table. Customer staff can open a ticket directly through the trouble ticketing portal (<http://support.magnetofono.it/>) or call the toll-free number provided or send an e-mail to the help desk, which will open in a short time. the ticket with the signalling that will determine the request for intervention according to the following scheme:

- Telephone/E-mail support: Includes a set of anomalies and reports that can be resolved by phone or email-mail.
- First-level service: Includes the intervention of a technician to resolve ordinary malfunctions.
- Level II Service: Includes the assistance of an open problem technician who will take part in extraordinary maintenance.

The service facility is able to respond in the required times indicated in the SLAs in the table

Through the trouble ticketing portal, customer staff can check the status and progress of Help Desk activities.

Fault classification	Code	Description	Taken over by opening the ticket	Restore from the load socket
Blocking malfunctions	1A Detected by the supplier	the functionality of the system cannot be used in whole or in part by users.	Within 1 hour	Within 8 hours
	1B Detected by the customer		Within 1:30 hours	
Serious malfunctions	2A Detected by the supplier	In some circumstances the functionality of the system cannot be used in whole or in	Within 8 hours	Within 16 hours

Fault classification	Code	Description	Taken over by opening the ticket	Restore from the load socket
	2B Detected by the customer	starts with users.		
Malfunction	3A Detected by the supplier	system functionality, in whole or in part, is degraded or the system behaves abnormally in limited situations and for secondary functionality.	Within 12 hours	Within 72 hours
	3B Detected by the customer			

Article 10. LOCATION OF CUSTOMER DATA

Personal data is stored on one or more sites located in one or more countries of the European Union.

Target categories

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of recipients:

- To persons in charge of processing your data within our Company, and in particular to those in charge of the Administration Office, to persons who can access the data by virtue of the provision of law, regulation or Community legislation, within the limits provided for by these norms;
- To those who need access to your data for purposes ancillary to the relationship between you and us, to the extent strictly necessary to carry out the auxiliary tasks entrusted to them;
- To our consultants, to the extent necessary to carry out their duties at our Company, after our letter of appointment which imposes the duty of confidentiality and security in the processing of your data.

Article 11. PHYSICAL AND ENVIRONMENTAL SAFETY MEASURES

The physical security of your data centre is managed by our IBM Cloud™ infrastructure provider, which holds certifications from independent control agencies.

<u>Globale</u>	<u>Governo federale degli Stati Uniti</u>	<u>Settore d'industria</u>	<u>Regionale</u>
CSA STAR	CJIS	FFIEC	BaFin (Germania)
ISO 9001	DoD DISA	FISC (Giappone)	C5 (Germania)
ISO 22301	FedRAMP	HIPAA	EBA (UE)
ISO 27001	FFIEC	HITRUST	ENISA IAF (UE)
ISO 27017	FISMA	ITAR	ENS (Spagna)
ISO 27018	ITAR	PCI	Clausole modello UE
ISO 31000			Scudo UE-USA per la privacy
SOC 1			FERPA (US)
SOC 2			G-Cloud (UK)
SOC 3			GDPR (UE)
			HDS (Francia)
			IRAP (Australia)
			IT-Grundschatz (Germania)
			MTCs (Singapore)
			My Number Act (Giappone)
			Direttiva NIS (UE)

Article 12. DELETING DATA

After deleting a data item, the system creates a permanent removal indicator, called 'tombstone'; in this circumstance the data item is logically deleted. The final data elimination is performed by the compaction function, which is performed periodically and automatically by the system (the standard configuration provides compaction every 30 days for at least 100 documents). After compaction, the data is not recoverable even from the replicas; it will remain for a few days (usually 7) on the backups. After this period, the data can no longer be restored.

Article 13. BACKUP AND RESTORE

IBM Cloud Backup provides a variety of tools for backing up files, configurations, DB, folders, and entire storage, including encryption, Monitoring Logs, features for resuming interrupted backups, alerts, timed, global, distributed, incremental, partial backup plans.

Disaster recovery can be performed manually or scheduled on individual document events up to the entire backup storage.

In the event of a hardware failure or severe or extended connectivity, Cedat 85 is able, in a short period of time, to make all data available on an alternative disaster recovery system. There can be multiple causes of a service outage (e.g., a power outage could cause all systems in a database cluster to fail, or a large-scale network failure could mean that systems in a cluster cannot be contacted. even if they continue to work properly)

Backup plan

Save type	Frequency	Retention period
Incremental Daily	Every night	6 days
Full weekly	Sunday night	2 weeks

Article 14. LIABILITY

Cedat 85 provides the customer with the service configured with the purchased services. Below is a list of responsibilities under Cedat 85 and the customer:

Description – responsibility	Cedat 85	Customer
System administrators	X	
Custody and use of system login credentials	X	
License cost		X
System software update	X	
Corrective maintenance services Cedat 85 (release of software patches or regulatory updates)	X	
Cedat 85 Service evolutionary Maintenance (new functions required by the customer)	X	
Hardware upgrade	X	
Customer infrastructure configurations		X
File content processed by SaaS		X
Nagios monitoring of service status	X	
Monitor network traffic to SaaS	X	
Backup	X	
Disaster Recovery (if required)	X	
Adoption and maintenance of procedures and measures to protect workstations for users, hardware, software and passwords, including against viruses or intrusions		X
Compliance with the latest updated version of the Technical prerequisites	X	
Internet and telecommunications access required		X

Acceptance of the Terms of Service

Customer signature

Customer confirms that they have read and fully agree to the E-voting SaaS Terms of Service.

Date ____/____/____