

	GENERAL CONDITIONS FOR SAAS SERVICES	PR.NO. 202103 VER: 01.1
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GENERAL TERMS AND CONDITIONS FOR THE SERVICES SaaS



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Purpose of the document

This document describes the general conditions for the services provided In SaaS mode by Cedat85

Whereas

- Cedat85 markets online accessible application services of which it owns, as well as application services designed and developed by third parties;
- the SaaS services offered by Cedat85 are designed to meet the needs of as many customers as possible.
- the customer wishes to equip himself with new computer tools and to use the SaaS service offered by Cedat85 for the carrying out of his business;
- Cedat85, in accordance with its obligation to inform and advise its customers, has communicated to the Customer a commercial proposal and/or illustrative documentation of the Service, which the Customer declares to have read;
- it IS the customer's responsibility, in particular on the basis of this information, to ensure that the Service complies with its specific requirements and requirements; To this end, before entering into the conclusion of the Agreement, Customer may request Cedat85 for any additional information and/or to assist in a demonstration of the Service, after which Customer acknowledges that it has been adequately informed of the above products.
- any specifications or documents prepared by Customer indicating additional requests shall in no event be considered by Cedat85 for the purposes of the Agreement, unless the express consent of Cedat85 prior to the signing of the Agreement, With the understanding that any agreed specifications or additional requests will be attached to the Agreement;
- any special requests from the Customer to modify the Service in order to comply more closely with the Customer's wishes can be fulfilled by Cedat85 only in the context of professional services that do not fall under these General Conditions for SaaS Services;
- Customer acknowledges that the Professional Services offered by Cedat85 are necessary for the proper use of the third-party hardware and software;
- it IS the customer's responsibility to assess whether to use the professional services offered by Cedat85.

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THE FOLLOWING SHALL BE AGREED AND STIPULATED:

Article 1. DEFINITIONS

For the purposes of implementing these General Conditions, capitalised terms and expressions have the meaning given below, both singular and plural.

Updates	Indicates changes, regulatory compliance, adaptations and error corrections made at Cedat85's sole discretion to existing standard application functionality accessible as part of the Services, excluding adaptations and modifications requiring a substantial part of existing standard application services to be re-processed. Updates are provided in accordance with the Terms of Service.
Support	Indicates assistance to the Customer in the event of a malfunction in the normal use of the Service. Assistance may be provided by Cedat 85 only if the customer has technical equipment that allows remote service.
Activating the Service	Indicates the activation of the Service by Cedat85.
Customer	Means the natural or legal person identified as such in the “order form” or online order and who subscribes to the “order form” or online order for their commercial, educational or professional purposes.
Contract	indicates alternately: <ul style="list-style-type: none"> • 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”; • 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”.

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

Cedat85 recommends that you read these General Conditions, Terms of Service and Technical Prerequisites, using the latter access tool that is always available.

Controlled	Means any subsidiary of Customer pursuant to Article 2359, paragraph 1 of the Civil Code authorised to use the third-party software and/or Software Packages and/or to use the Service provided by Cedat85 to Customer under the terms of the Agreement. Subsidiaries which, directly or indirectly (through intermediaries) have an activity in competition with Cedat85 are not considered to be subsidiaries.
Effective date	Indicates the date of entry into force of the Agreement, indicated on the subscription page of the “order form”, or the date on which the SEPA mandate is subscribed or, the date on which the Customer concludes an online order.
Customer details	Indicates the information (including personal data) of which the Client is the owner and/or owner of the processing and which the Client enters, compiles, transmits, collects, stores and/or deals with in connection with the performance of the Contract.
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”).
Documentation	means the information provided by Cedat85 describing how to use the Service in the form of user documentation accompanying the Service and/or online support.
Portal	Indicates the web services portal that Cedat85 makes available to its customers. The Portal can be accessed at http://www.cedat85.com/ or at the other web address provided by Cedat85.
Location User's work	Indicates the customer's proprietary hardware and computer equipment This allows the user to access the Service. The user's workstation must comply with the recommended Technical Prerequisites
Technical prerequisites	this is the latest version of the list of customer hardware and computing device features suggested by Cedat85 that must be implemented and respected by the customer to access and use the Service. The Technical Prerequisites can be modified from time to time by Cedat85 and the latest updated version will be available on the website

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Of Cedat85 is constantly accessible at: <http://www.cedat85.com> or any other web address that Cedat85 will communicate to the customer. It IS the customer's responsibility to update their user workstations to reflect any changes made to the Technical Prerequisites.

Professional services	Means the professional services of Cedat85 for the installation, configuration and adoption of the third-party hardware and/or Software offered by Cedat85 and purchased by Customer in the “Description of ordered items” which is subject to separate general conditions for the provision of professional services.
Service	Indicates the standard application functionality provided online, as well as updates and support, billed by subscription and/or usage. The services are intended for professional use. Customer acknowledges that the Service may only be recommended for the country in which Customer purchased the relevant Country Package (as defined, if any, in the Terms of Service), as specified in the “Description of ordered items” or on the online order form.
Third-party service	Indicates the application features provided online against which the author, publisher and operator is a third party, but for which Cedat85 has obtained distribution rights.
Terms of Service	means the document describing the specific terms and conditions for the content, restrictions, terms, service, performance and billing of the Service. The Terms of Service are set out in Exhibit 3 (Terms of Service). The Terms of Service may be updated in accordance with Article 7.6 (changes to the Terms of Service) and the latest version of the Terms of Service is always accessible on the Cedat85 http://www.cedat85.com/ website or any other web address provided by Cedat85. The Terms of Service shall prevail over the other provisions of the Agreement, except as expressly provided in these General Conditions.
User	Means any natural person authorised by the Customer who may access the Service, as specified in Article 6.1 (right of access).

Article 2. ACCEPTANCE OF THE CONTRACT - PURPOSE

2.1. Acceptance of the contract

It is assumed that the Customer has read the Contract as defined in Article 1 (Definitions) and has duly accepted it without reservation. The SI Agreement

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Considers accepted from the following date of subscription of the order form or the signing of the SEPA mandate or when the Customer concludes an online order, referring to these General Conditions and acknowledging the acceptance of the entire Agreement.

Any changes to these Terms of Service for SaaS must be duly accepted and signed by the parties; in the absence of such changes or alterations to the pre-printed section of the Agreement (i.e., “order form”, “Description of ordered items”) shall be null and void.

The Agreement may be accepted from a distance by the Customer and the Customer acknowledges that documents bearing the signature of one of its representatives or authorised persons received by Cedat85 are evidence of a valid contract and may therefore be relied upon by Cedat85. Acceptance of the contract by electronic means has the same probative value as a paper contract between the parties. Computerised records kept in the archives of the Parties shall be kept in accordance with reasonable safeguard measures and shall constitute valid evidence of communications between the Parties. The archive of the contractual documents is carried out on a secure, durable and suitable support to be validly produced as proof.

2.2. [Subject](#)

The General Conditions govern the terms and conditions under which Cedat85 will provide Customer with the Service governed by the Agreement.

Article 3. EFFECTIVE DATE - DURATION

The Agreement shall be valid from the effective Date and shall remain in force for the duration of the Service.

Except as otherwise stated in the Terms of Service, the Service is provided for an initial period of 36 (thirty-six) months (the “initial period”), starting from the activation of the Service. The Service will be extended for consecutive periods of 12 (twelve) months (the “Service periods”) unless one of the Parties, with notice of at least 6 (six) months from the expiry of a Service period, communicates through PEC its intention not to extend the Service period, in this case the Service will expire at the end of the current Service period.

The activation of an additional optional service during the provision of the Service will not change the duration of the Service in accordance with the above.

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Article 4. SCOPE OF SERVICE

The list of standard application features that can be accessed within the scope of the Service as requested by the Customer is indicated in the “Description of ordered items” or in the “Technical offer” or in the “order form” also online.

Article 5. SERVICE ACTIVATION:

Activation of the Service is effective when Cedat85 communicates to the Customer the credentials of access to the Service.

Article 6. RIGHT OF ACCESS TO THE SERVICE

6.1. Right of access

Cedat85, in accordance with the provisions of the Agreement and following the full payment of the subscription fees provided for in the “Description of ordered items” or in the “order form” or in the “Technical offer”, grants the Customer a right of access to the Service limited according to the offers:

- To a certain number of named users (i.e., users who have personal access credentials);
- to a certain number of logical or physical systems (for example: remote, mobile, tablet, etc.);

As indicated in the “Description of ordered items”, or in the “Technical offer” or in the “order form”, also online and, where applicable, in the Terms of Service.

For some offers, the Customer may increase the maximum number of users and/or logical systems that he or she uses through the Portal or directly through the Service functionalities. In such a case, Customer acknowledges that the Service invoices processed by Cedat85 will take into account such increases as requested by Customer.

Access to the Service may require, in whole or in part, the installation of an executable program installed on the computer hardware and devices or on the user’s workstation.

Customer's subsidiaries may use, under the Agreement, the Service provided by Cedat85 to Customer under the same conditions as Customer. Customer must communicate the contents of the Agreement to its subsidiaries that intend to use the Services. Customer undertakes to ensure that its subsidiaries comply with all obligations under the Agreement and, in

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Use of the Services in accordance with the terms of the Agreement; use of the Services shall not exceed the limits or thresholds set out in the “Description of ordered items” or in the “Technical offer” or in the “order form”, even online. Customer represents and warrants that its subsidiaries will comply with the provisions of the Agreement and that any breach of the Agreement by its subsidiaries will be deemed to be breach by Customer. In the event that any provision of the Agreement is not complied with by one of the customer's subsidiaries, Cedat85 may directly seek compensation from the customer without the need for formal notice to the subsidiary concerned. Any subsidiary which for any reason ceases to be a subsidiary as described above shall immediately and automatically lose the right of access to the Service provided and/or to use the Services as provided for in the Agreement. A license to access the Service may be granted to such a company provided that a SaaS contract is entered into with Cedat85, which, in particular, establishes the financial conditions for the provision of the Service.

6.2. Intellectual property

Cedat85 owns all intellectual property rights that affect the Service or, if a third party owns the intellectual property rights, declares that it has obtained from that third party the right to market or distribute the Service.

Cedat85 reserves all rights, including the right to make corrections on any Service. Any request regarding the interoperability of the Service with any third-party program, including third party programs under open-source license, shall be communicated in advance to Cedat85 through PEC.

The Agreement does not give Customer any ownership rights in the Service, its technology or the intellectual property rights of Cedat85 or third parties. Customer shall not cause any damage to the Service or, in particular, use the Service for purposes other than those provided for in the terms of the Agreement. Accordingly, Customer shall refrain from any reverse engineering of the Service in order to produce a competing Product or Service and/or copy or reproduce any functionality, function or graphical feature of the Service.

The customer:

- undertakes to use the Service only in accordance with the relevant documentation for the sole purpose of its professional activity;
- is solely responsible for the contents published and/or downloaded through the Services and for the nature, content, correctness, integrity and legitimacy of the Client data sent to Cedat85 within the Service and for the resulting transactions. In particular, taking into account the authorised use of the Service by the Customer, the Customer shall refrain from sending or retaining any data which is not relevant and more generally any data

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Unlawful, obscene, defamatory, illegal or infringing the rights of third parties, the protection of minors or other rights to the GDPR;

- Undertakes not to distribute the Service and/or make it available to third parties unless otherwise stated in the relevant Terms of Service;
- Undertakes not to distort or interfere with the integrity or provision of the Service or the data contained therein;
- Undertakes not to seek unauthorised access to the Service or any systems or networks associated with it.

Article 7. TERMS OF SERVICE

7.1. Provision of the Service

Cedat85 undertakes to provide the Service in accordance with the relevant Terms of Service, which indicate, in particular, the content, restrictions, terms, procedures and associated methods for the definition of updates and assistance.

7.2. Customer responsibility

The Service will be used under the sole control, management and responsibility of the Customer. The Customer shall ensure that the User User(s) comply with the provisions of the Agreement. Without prejudice to the foregoing, the Customer is responsible for:

- the adoption and maintenance of procedures and measures to protect user workstations, hardware, software and passwords, including against viruses or intrusions;
- compliance with the latest updated version of the Technical Prerequisites;
- the selection, achievement and maintenance of all necessary internet and telecommunications access;
- the appointment, among its staff, of a contact person dedicated to Cedat85 as a SaaS Administrator for the Customer and for the Service, including in the field of security;
- the use of access codes sent by Cedat85 to Customer in the performance of the Service. The Customer ensures that no unauthorised person will have access to the Service;
- errors made by its staff and users during connection or use of the Service, in particular with regard to Internet access and navigation.

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To the maximum extent permitted by law, Cedat85 disclaims all liability:

(i) for the quality and electronic transmission of data through the use of telecommunications networks and, more generally, (ii) for the quality and reliability of the Internet connection between the customer's workstations and the Service Access Point. In addition, Cedat85 is not responsible for the accidental destruction of Customer Data by Customer or any third party accessing the Service for reasons not attributable to Cedat85.

Cedat85 reserves the right to charge the customer for the time spent searching for the causes of any incidents arising from acts other than (i) those committed by Cedat85 or (ii) which are the result of the services that Cedat85 provides.

7.3. Exclusions from the Service

The following are excluded from the Service:

- Any activity relating to the installation and proper functioning of the user's workstation and the customer's infrastructure (telecommunications, networks, security equipment) that allows the Customer to access and use the Service;
- Troubleshooting problems caused by errors or incorrect user actions;
- Professional services.

7.4. Warranty

Cedat85 guarantees that each Service will conform in all substantive respects to the relevant documentation.

Cedat85, to the fullest extent permitted by law, does not warrant that the Service is free from defects, but only undertakes to remedy, with reasonable diligence, any reproducible errors in the Service observed with reference to the documentation.

The Service's guarantee of compliance is expressly limited to its compliance with the documentation and does not extend to a guarantee of compliance with the specific needs or activities of the Customer. Cedat85 does not warrant the Service's ability to achieve the goals or results that Customer has established and/or to perform specific tasks that may have been the basis of its decision to conclude the Agreement. The Customer, or any designated representative of the Customer, is therefore responsible for ensuring that the Service complies with its requirements or with the specific activity in the territory in which the Service is used.

To the maximum extent permitted by law, all other warranties other than those set out in this article are expressly excluded.

7.5. Development of services

Cedat85 will remain solely responsible for the development of the Service, particularly as regards technological developments. Cedat85 may design, organise and circumscribe the Service, modify and update it if necessary, with partners and

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Suppliers of your choice without Customer's prior written consent, provided that this does not reduce Cedat85's commitments in the Terms of Service.

7.6. Modification of the Terms of Service

Cedat85 may modify the Terms of Service with 1 (one) month notice to Customer, by sending notice for PEC or by e-mail to Customer-SaaS Administrators or by posting information on the Portal and/or by any other appropriate means. At the end of the above month of notice, if Customer has not terminated the Agreement as permitted by Article 15.3 (Customer's termination of the Agreement pursuant to the modification of the Terms of Service), Customer shall be deemed to have accepted the modification of the Terms of Service. THE latest version of the Terms of Service will be permanently accessible on the Cedat85 <https://www.cedat85.com/> website or any other web address communicated by Cedat85.

Without prejudice to the foregoing, Cedat85 may amend the Terms of Service to comply with any applicable laws or regulations. In this case, Cedat85 will endeavour to notify the customer of the change within a reasonable time.

7.7. Updates

The Client acknowledges that changes in laws or regulations may, at any time, render obsolete the standard application functionalities accessible within the scope of the Service. Cedat85 will update (at no additional cost) the standard application functionality accessible within the Service in order to adapt it to the new legal provisions, provided that the updates do not require the re-elaboration of a significant part of the existing standard application functionality.

The Client further acknowledges that technological advances, legislative changes and modifications to customer requests may entail the updating of the Service by Cedat85 and that such updating may involve the updating of the Technical Prerequisites with reference to which Cedat85 declines all responsibility.

7.8. Third-party service

Where applicable, each third-Party Service shall be subject to:

- The general conditions of the third-party author which will be provided to the customer or in respect of which Cedat85 will provide the customer with online access. The third-party author's general terms and conditions govern access to and use of the third-party Service, the provision of the third-party Service by the third-party author, the third-party's obligation to protect the customer's data, as well as the provisions on intellectual property, warranty, resolution, liability, applicable law and jurisdiction. Customer must agree to the general conditions of third parties in order to use the third-Party Service; and
- The third-party author's Terms of Service that Cedat85 will provide to the Customer or in respect of which Cedat85 will provide Customer access.

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The Agreement governs the duration of the Services, pricing, billing and payment for third Party Services; however, the rights and responsibilities of the Customer with respect to third Party Services are governed solely by the third Party's General Terms and Conditions of Service.

Article 8. CUSTOMER DETAILS

8.1. Personal data

The provisions relating to the protection of personal data are set out in the Annex to the Agreement (Personal Data Protection Policy), which supersedes these General Conditions.

8.2. Location of customer data

Unless otherwise provided for in the Terms of Service, Customer data is located in one or more countries of the European Union.

8.3. No use of customer data

The customer remains the owner of his data. With the exception of the use described in Article 8.5 (use of Statistics Information), Cedat85 shall not use, modify, assign or transfer to third parties, in whole or in part, for payment or free of charge, the customer's data which has been communicated to Cedat85 by the Customer for the provision of the Service, For purposes other than those of the Agreement.

8.4. Returning Customer Data

Upon expiration or termination of this Agreement, access to the Service is terminated on the last day of the Service. Customer shall, prior to this date, either (i) recover Customer Data accessible using the Service features or (ii) request Cedat85 to provide a copy of the latest backup of Customer Data. Unless otherwise provided in the Terms of Service, Cedat85 will return the latest backup of Customer Data in a market standard format for downloads or large files. on optical disk or other physical medium within the framework of a billable service at the market rate.

Unless otherwise provided for in the Terms of Service, Cedat85 will begin to delete Customer Data (both Customer Data produced and Backup copies) 60 (sixty) days after the effective date of expiration or termination of the Agreement. In accordance with Cedat85 policy on backup retention.

8.5. Use of Statistics information

By way of derogation from Article 8.3 (no use of customer data), Cedat85 may use customer data as and to the extent necessary for the

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Preparation of own invoices, for the elaboration of usage statistics and to provide assistance to the customer.

Cedat85 may also process and publish aggregated statistics anonymously, provided that they do not identify the customer's confidential information and do not include any personal data. Cedat85 will retain all intellectual property rights to the results of such statistical analyses.

Article 9. SECURITY OF THE SERVICE

9.1. Security management

Cedat85 will implement state-of-the-art technical measures to ensure the physical and digital security of servers and networks under its own responsibility and control. Each Party shall promptly inform the other Party as soon as it becomes aware of facts that could constitute an attack on the physical or digital security of the other Party's environment (for example, intrusion attempts).

9.2. Secure access to the premises

Unless otherwise provided for in the Terms of Service, Cedat85 will establish a system of access control on the premises in which the Services are performed, so that only persons authorised by Cedat85 or accompanied by authorised members of the staff of Cedat85 can access them. Cedat85 undertakes to take all necessary measures to prevent unauthorised entry.

9.3. Security of standard application functionality

Cedat85 takes the necessary measures to prevent access to the Service and Customer data, except for persons authorised by Cedat85 and persons authorised by the Customer.

9.4. Secure connections

In order to ensure confidentiality, the transmission of data between the user's workstation and the Service Access Point, all connections are secure. Data flow, using insecure telecommunications networks, uses recognised security protocols, such as HTTPS or SFTP (based on Secure Shell - SSH).

9.5. Customer data security

Cedat85 will take state-of-the-art measures to safeguard the security of customer data and to prevent unauthorised modification, loss or disclosure, including through:

- The adoption of all the advanced measures necessary to avoid any fraudulent use or misappropriation of the customer's data;

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- Refrain from copying documents and media containing the customer data entrusted to it, with the exception of those strictly necessary for the provision of the Service; and
- Respect for confidentiality and the failure to disclose the customer's data to other persons, whether private or public, legal or physical, unless disclosure is required by law or by a competent administrative or judicial authority, or is necessary in connection with a judicial action pursuant to Articles 24 of the Agreement (Bonaria Dispute Settlement) and 22 of these General Conditions (applicable Law and competent Court).

Cedat85 provides logical separation between customer data and other customer data. The provisions relating to the security of personal data are set out in the Annex to the SaaS Services Agreement (Personal Data Protection Policy).

Article 10. ANTI-FRAUD MEASURES

Customer warrants that Customer will use the Service provided by Cedat85 in accordance with applicable laws and regulations, particularly in the field of taxation.

Article 11. PRICES AND BILLING

11.1. Prices

The prices for activating the Service and for the Service are indicated in the “Description of ordered items” and in the “order form” or in the “Technical offer”, or in the order form also online. All prices quoted are net of VAT and all other charges, taxes, taxes, duties or fees due by the customer in accordance with the law in force at the date of issue of the invoice of Cedat85 to the customer, which are solely charged to the customer.

The cost of communications between Cedat85 and the customer outside Italy will be borne by the customer and will be invoiced.

11.2. Billing

Activation of the Service will be invoiced at the end of the activation:

Unless otherwise stated in the Terms of Service, the Service will be invoiced:

- in advance (monthly, quarterly or yearly), for subscription fees; or
- monthly, deferred, for consumer fees.

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The first invoice for Subscription Services will be sent on the day Cedat85 communicates the Service Access Codes (“effective Service Activation”) to Customer, or on the last day of the month in which this communication was sent. Cedat85 will invoice services based on calendar periods (months, quarters, years). Where appropriate, the first and/or last invoice may be broken down by partial calendar periods.

Without prejudice to what is otherwise provided in the order Forms, Technical offer and Terms of Service, Cedat85 reserves the right to invoice the service annually in advance if the number of services ordered by the Customer is less than Euro 1.500 (Euro 1,500) annually (net of taxes). In addition, if Customer has entered into the Services under different contracts, Cedat85 also reserves the right to issue a single invoice for all Services ordered under the Agreement, as well as for Services ordered under other contracts concluded with Customer; this invoice may be issued annually if the cumulative amount of these invoices is less than EUR 1.500 (EUR 1,500) annually (net of taxes). If the customer has entered into more than one contract with Cedat85 and two or more contracts have different billing periods, Cedat85 reserves the right to invoice jointly the services provided for in all contracts with a uniform billing period, with the understanding that the uniform invoicing period must correspond to the invoicing period of the contract whose amount in euro is higher.

If Customer exceeds the limit of a Service from the access threshold set forth in Exhibit 1 of the SaaS Services Agreement (subject of the Service) and/or Exhibit 4 of the SaaS Services Agreement (Financial Terms), and/or in the “Description of ordered items”, Cedat85 may invoice the customer for the excess costs by applying the applicable rate at that time, together with an adjustment invoice to cover all periods after the threshold has been exceeded.

11.3. Price review

During the service period, Cedat85 may change the contract prices once per calendar year for an amount not exceeding 6% (six percent).

After the initial period, during subsequent periods of Service, Cedat85 may change the prices of the Contract once per calendar year. If the customer refuses to increase the price, the customer has the right to withdraw from the Contract by communicating it to Cedat85 through PEC within 45 (forty-five) days from the date of issue of the invoice bearing the new price. If the customer correctly exercises the right of withdrawal, the services will continue to be provided to the customer on the basis of the previous price until the end of the 6th (sixth) month following the issue of the invoice bearing the price increase.

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Article 12. PAYMENT

12.1. Payment

12.1.1. Activation fees for the Service

If the total consideration is less than or equal to Euro 1.500 (Euro 1,500) net of taxes, the Customer shall pay Cedat85, at the time of signing the Contract, the total consideration for the activation of the Service, including taxes. If the total consideration for the activation of the Service exceeds Euro 1.500 (Euro 1,500) net of taxes, the Client must pay Cedat85, at the moment of the signing of the Contract, by bank transfer or direct debit, A minimum advance equal to thirty (30%) per cent of the total consideration for the activation of the Service; this advance may not be less than Euro 1.500 (Euro 1,500) net of taxes.

Unless the payment has already been made by the Customer according to the above provisions, the Customer shall pay the invoices relating to the activation of the Service due to Cedat85 (also for online orders), without reduction, within 30 (thirty) days from the date of invoice issuance, by direct debit or bank transfer. Without prejudice to the above provisions, with reference to the first order made also online by a new customer, the customer will have to pay in advance the invoices due to Cedat85, without reductions, by credit card.

12.1.2. Service fees

All amounts due to Cedat85 in relation to the Services (including services ordered online) shall be paid by the Customer by bank transfer or direct debit, without reduction, within 30 (thirty) days of the invoice date. The customer undertakes to provide his/her own bank details (IBAN and BIC). If the Customer subsequently signs several contracts and chooses to pay Cedat85 by direct debit each time a payment is due, the Customer agrees that a single direct debit authorisation applies to each of the contracts, the amount of which may vary over time. due to the signing of new contracts and the termination of existing contracts.

The provisions of this Article shall apply to all Services, except for Services governed by the Terms of Service or as set out in the Technical offering, which shall include personalised provisions relating to payment terms.

12.2. Customer uses

If the Customer wishes that, for the payment of invoices issued under the Agreement, Cedat85 will follow particular procedures in use at the Customer (for example, the insertion of a particular reference on each invoice or the implementation of a particular communication process relating to such invoices

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Invoices, etc.), Customer must notify Cedat85 of such peculiarities prior to signing the Agreement so that Cedat85 can take into account such requests and potentially include such particular provisions in the Agreement. Failure of the Customer to notify Cedat85 prior to signing up shall in no event constitute a justified reason for the Customer's failure to pay or delay the invoices due to Cedat85.

12.3. No payment

In the event of the customer's failure to pay the consideration due to Cedat85, 15 (fifteen) days after the dispatch, through PEC, of the notice to fulfil (if the customer does not make the full payment or a partial payment following the receipt of the said notice), Cedat85 reserves the right to immediately suspend Customer's right to access the Service and any other existing services until payment of the full amount due and/or to terminate the Agreement without further formal notice. It is without prejudice to any other means of protection which Cedat85 may use toward the customer in order to obtain compensation for the damage suffered as a result of the non-compliance.

In addition, Cedat85 will be able to apply interest on arrears of 3 (three) times the legal interest rate, without the need for any prior reminder or formal notice. Interest will be calculated for each day of delay from the first day of delay until full payment by the customer. In accordance with Article 1 of D. Lgs. 9 October 2002, n. 231 implementing Directive 2000/35/EC, as amended by D. Lgs. 9 November 2012, n. 192, the customer is also required to pay a fixed allowance of Euro 40 (Euro forty) for the costs incurred by Cedat85 for the recovery of sums not promptly paid by the customer. If the collection costs exceed the amount due for the delay, Cedat85 may request further compensation from the customer upon submission of documentary evidence of the activities carried out. Such compensation shall not be due if the customer proves to be subject to judicial settlement or insolvency proceedings.

Failure of the customer to pay an invoice expired entitles to Cedat85 to require payment of all other outstanding invoices, even if they have not yet expired.

All costs incurred by Cedat85 due to the customer's bank's refusal to pay the amounts due by the customer to Cedat85 will be borne by the customer.

12.4. General

Cedat85 reserves the right to determine how partial payments made by the customer are charged to the amounts due by the customer to Cedat85.

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Customer shall not make any compensation with the amounts due to Customer by Cedat85 under the Agreement, or any other contract between the parties, without the prior written consent of Cedat85.

Article 13. COLLABORATION

The exact fulfilment of the Contract and the correct performance of the Service require effective and constant collaboration in good faith between the parties. Therefore, each part is held:

- To actively commit to the fulfilment of the obligations arising from the Contract;
- To refrain from any conduct which could prejudice and/or hinder the fulfilment of the obligations of the other Party;
- To provide, by a date established by mutual agreement, all information and documents necessary for the performance of the Agreement;
- to alert the other as quickly as possible in case of difficulties and to agree on the best possible solution as soon as possible.

The Parties shall meet as often as necessary to ensure the regular performance of the Agreement and in particular to verify the correct and correct performance of the Service.

In particular, The Customer is responsible for communicating to Cedat85 (I) all customer information necessary for the proper performance of the services provided and (ii) any difficulties it becomes aware of or difficulties that are reasonably foreseeable during the performance of the services by virtue of the knowledge that the customer has its own business area.

In addition, Customer shall use competent, qualified and trained users throughout the term of the Agreement.

Article 14. LIABILITY - INSURANCE

14.1. Responsibility

The obligation of Cedat85 to fulfil all its obligations according to the best professional standards and using the maximum possible diligence is an obligation of means.

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To the maximum extent permitted by law, Cedat85 is solely responsible for direct and foreseeable damages resulting from a breach of its contractual obligations; Cedat85's liability does not extend to damages arising from an event that is not strictly related to the incorrect or non-performance of the Contract. By express agreement between the parties, indirect damages for which Cedat85 cannot be held liable include: Operating loss, loss of income or any other financial loss arising from the use or inability of the Customer to use the Service and reputational damage. Any damage suffered by third parties is indirect damage and does not give rise to compensation. If Cedat85 is held liable for failure to perform the Contract or for any other cause attributable to it, Customer may claim compensation, the total amount of which shall be limited to the direct and foreseeable damage suffered by Customer and which, in any event, it shall not exceed the amounts paid by the customer for the services received in the 12 (twelve) months prior to the occurrence of the harmful event which led to the liability of Cedat85.

Without prejudice to mandatory legal provisions, Customer may not bring legal action on the basis of contractual liability or any warranty provided for in the contract after the expiry of a period of 2 (two) years after the occurrence of the matters to which the legal action relates.

The Parties acknowledge that the prices of the Agreement reflect the distribution of the risks provided for in the Agreement and the economic structure pursued by the Parties and that the Agreement would not be concluded under these conditions without the limitations of liability provided for therein. The parties expressly agree that the above limitations of liability shall remain valid even after the termination of the Agreement.

14.2. Insurance

Cedat85 undertakes to maintain a liability insurance policy to cover damage that may occur during the performance of the Contract.

Article 15. RESOLUTION

15.1. Termination of the Contract for essential breach

Without prejudice to the other rights and means of protection provided for in the Agreement available to Cedat85, either Party may terminate the Agreement for essential breach of the Agreement by the other Party.

Termination of the Agreement will affect 3 (three) Months after receipt by the defaulting party of a registered letter containing the

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Details of the failure to fulfil obligations, unless the defaulting party proves that it has remedied the failure to fulfil obligations before the expiry of the said period of notice.

15.2. Termination of the Agreement for breach of availability rate

Customer may terminate the Agreement with respect to a Service for Non-fulfilment, if the Service, within the 12 (twelve) months, fails to comply with the availability rate set forth in the Terms of Service, without prejudice to any other rights and means of protection available to Customer under the Agreement. Termination of this Agreement shall take effect within 60 (sixty) days of receipt by Cedat85 of a PEC indicating the breach, unless Cedat85 proves to have remedied the breach before the expiry of the said notice period.

15.3. Termination of the Agreement by Customer pursuant to this article "modification of the Terms of Service"

Customer may terminate the Agreement by registered letter addressed to Cedat85 if Cedat85 modifies the Terms of Service pursuant to Article 7.6 (modification of the Terms of Service), substantially reducing Cedat85's obligations with regard to availability rates, The management of backups and the conditions of access to assistance. None of the parties shall be liable to the other party in response to such a resolution.

Customer notice pursuant to this article will be sent by Customer to Cedat85 within 1 (one) month of notification of the change by Cedat85. Termination of this Agreement shall take effect 6 (six) months after the date of Customer's communication to enable Customer to agree on an alternative solution.

15.4. Effect of resolution

In the event of termination, Customer shall cease to use the Service from the date of termination of the Agreement. The provisions of Article shall apply 8.4 (Customer Data Return).

Article 16. FORCE MAJEURE

The parties shall not be held liable for delays or failures in the performance of the Agreement if they have occurred due to events of force majeure or a fortuitous case within the meaning of Articles 1218 and 1256 of the Civil Code. The Parties agree that, within the meaning of this Article, they constitute a force hypothesis

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The following events are increased: Malfunctions of telephone and telecommunications operators where the malfunctions are not caused by technical instruments used by Cedat85.

Upon the occurrence of one of these events, the Party invoking the cause of force majeure undertakes to notify the other Party promptly, by registered letter, of the occurrence of such an event and to request an extension of the time limit for the performance of its obligations.

If the impediment is temporary, the period for the fulfilment of the obligation shall be suspended until the party making a claim for this provision is no longer subject to the effects of the event of force majeure.

The Party invoking this provision undertakes to make every effort to limit the duration of the suspension.

If the suspension lasts for a period of more than 3 (three) months, each party shall be entitled to terminate the Agreement without any liability by notifying the other party by registered letter.

Where the impediment is permanent, the Parties shall be released from their obligations under the conditions laid down in Article 1256 of the Civil Code.

If the Contract is terminated for a force majeure event, Cedat85 will use the resources at its disposal to retrieve as much customer data as possible.

Article 17. CONFIDENTIALITY

All documents, data (including customer data), products and/or know-how, regardless of the existence of protection under intellectual property laws, independently from the them shape or nature (Commercial, industrial, technical, financial, etc.), disclosed by one party (the “Disclosing Party”) to the other party (the “recipient”), or of which each party has knowledge during the performance of the Agreement, including, but not limited to, the terms and conditions of the Agreement, will be considered confidential (the “Confidential Information”). Confidential information does not include information that (i) was in the possession of the recipient prior to disclosure by the Disclosing Party, provided that such possession was not the direct or indirect result of unauthorised disclosure of the information by third parties, (ii) are public at the date of acceptance of the Agreement, or made public after that date, provided that they are not made public due to the recipient's breach of his confidentiality obligations under the Agreement, Or (iii) are regularly and legally acquired by the recipient regardless of the Agreement.

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The recipient shall not use the Confidential Information of the Disclosing Party for any purpose other than the performance of the Agreement, in order to protect the Confidential Information of the Disclosing Party and not disclose it to any third party other than its employees. Subsidiaries and subcontractors who need to become aware of this for the purposes of this Agreement, without the prior written consent of the Disclosing Party. The Parties shall take all necessary steps to ensure that their employees, subsidiaries and subcontractors who have access to confidential information are aware of the confidential nature of the confidential information and that they comply with the obligations set out in this Article.

By way of derogation, the consignee may disclose the confidential information of the Disclosing Party if required by the action of a court, administrative authority or other public body, provided, however, that the consignee, unless prohibited by law, Give the Disclosing Party sufficient notice to allow the Disclosing Party to request a precautionary measure or similar remedy. The recipient shall limit the disclosure under this paragraph to the portion of the disclosing party's confidential information that it reasonably believes should disclose.

Any failure of the recipient to comply with the obligations referred to in this Article shall supplement an essential breach of its obligations for which the recipient shall be fully liable and shall indemnify the Disclosing Party for the damage suffered.

The Parties undertake to comply with the obligations set out in this Article for the duration of the Agreement and for a period of 5 (five) years after termination or expiration of the Agreement.

In this respect, upon expiration or termination of the Agreement, each Party shall return to the other Party all documents containing confidential information or warrant to the other Party that it will destroy all confidential information in its possession. No Party shall, in any event, retain a copy of the documents containing confidential information, except with the prior written consent of the other Party.

Article 18. SUBCONTRACTING

The Customer agrees that Cedat85 may freely, even without prior formalities, subcontract all or some of its obligations under the Agreement. In the event of subcontracting, Cedat85 remains solely responsible for the compliance of subcontractors with the obligations imposed by the Contract.

The Parties agree that the provisions relating to the sub-responsible under the applicable rules are included in Annex 5 to the Contract (Personal Data Protection Policy).

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Article 19. ASSIGNMENT

The Agreement, including rights and obligations under it, may be transferred by Customer, in whole or in part, for consideration or otherwise, with the prior written agreement of Cedat85. Without prejudice to the foregoing, upon written notice to Cedat85, you may transfer the Agreement by Customer to a company in the group to which you belong, upon written notice to Cedat85, and provided that the transferee is not directly or indirectly through intermediary persons or companies, In competition with Cedat85.

Pursuant to Article 1407 of the Civil Code, Cedat85 may freely assign or transfer the Contract, including the rights and obligations provided for therein. With written communication of the assignment to the Client, Cedat85 will be free from any obligation arising from the Contract and will not be held jointly and severally liable for the performance of the Contract by the transferee.

Article 20. REGULATIONS

20.1. Social legislation

Cedat85 undertakes to comply with all the laws and regulations applicable to it in the field of labour law and social security, and in particular to provide the client, upon request, with all the certificates that the client has the right to request. Employees of Cedat85 must remain employees of Cedat85 at all times. The employees of Cedat85 carry out their duties under the direction, supervision and responsibility of Cedat85, which will be responsible, for the duration of the Contract, for their administrative, accounting and social management.

20.2. Compliance

You represent that you will not engage in any activity, practice or conduct that may supplement a crime under applicable ethics and anti-corruption laws and regulations, including, but not limited to, the

Q. June 8, 2001, n. 231, the OECD Convention, the US Foreign corrupt Practices Act (FCPA), and the UK Bribery Act 2010 (Bribery Act), and will not allow any of its subsidiaries or affiliates or any of their directors, directors, directors, employees, contractors, representatives or agents to do so.

Customer specifically States that they do not use company funds for donations, regalia, gifts or other illegal expenses related to political activity, nor do they make, offer or authorise unlawful payments to national or public officials or employees

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foreign nationals, either directly or indirectly, or make, offer or authorise, directly or indirectly, bribes, refunds, payments, trafficking of illicit influences, bribes or other similar illicit payments, directly or indirectly.

If Customer becomes aware of a breach of this Article, Customer must inform Cedat85 within 24 (twenty-four) hours of becoming aware of such breach.

20.3. Exports

Customer undertakes to comply strictly with applicable export control laws and regulations, including but not limited to Italy, the United Kingdom, the European Union and the United States.

Article 21. MISCELLANEOUS

21.1. Independence of the parties

The parties are independent of each other and will act accordingly. Any establishment of agencies, associations, partnerships or joint ventures IS excluded.

Each Party shall not undertake commitments or bear any charges or expenses on behalf of or on behalf of the other Party.

21.2. Entire Agreement

The Parties acknowledge that the Agreement, together with all other general terms and conditions incorporated therein by reference, contains all conditions agreed between the Parties with respect to the subject matter of the Agreement, and supersedes all prior oral or written commitments entered into between the Parties with respect to the subject matter of the Agreement. The Agreement shall prevail over any other document, including Customer's general terms of purchase.

21.3. Changes

Except for the Terms of Service which may be modified by Cedat85 in accordance with the procedure set out in Exhibit 3 of the SaaS Services Agreement (Terms of Service) and Technical Prerequisites which are attached for reference only and which may be updated, The Agreement may only be amended in writing and with the signature of the duly authorised representatives of the Parties.

The parties have assessed the risks related to the performance of the Agreement, which they accept, and waive any renegotiation of the terms, regardless of the circumstances. It IS therefore expressly agreed between the Parties that Article 1467 of the Civil Code is excluded.

21.4 Directories

The sections of the Contract are provided only for the purpose of facilitating the reading of the contractual documents. Where the heading of a paragraph or a

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article in a contractual document you alter the understanding of the text, you are concerned only with the text of the paragraph or article and not with its heading.

21.5. Partial invalidity

If any provision of the Agreement or its application to any person or circumstance is to any extent invalid or unenforceable, this shall not affect the remainder of the Agreement, or its application to any person or circumstance other than those affected by the invalidity or unenforceability. Any other provision of the Agreement shall remain valid and applied to the maximum extent permitted by law.

21.6. Opt-out

Failure by either party to exercise a right under the Agreement shall not be construed as a waiver of such right and shall not affect the right of the party concerned to subsequently avail itself of such right.

21.7. Know-how

Each Party shall remain the owner of the know-how it has regardless of the Agreement or the know-how it may acquire during the performance of the Agreement and shall remain free to use it. Cedat85 is free to provide similar services on behalf of other customers. Neither party may claim any right to the know-how of the other party.

21.8. Commercial reference

Customer authorises Cedat85 to freely mention Customer's name and to use and/or reproduce Customer's logo and/or trademarks as a commercial reference in commercial documents and print ads in any form. On any media and documents used and/or prepared by Cedat85 under the Agreement.

21.9. Certifications

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

The certification was issued by national accreditation bodies recognised by the European Union.

21.10. Information provided by the Service

Cedat85 and Customer declare that the information provided and processed by the Service is permitted, unless otherwise demonstrated.

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Article 22. APPLICABLE LAW AND COURT OF JURISDICTION

The Contract is governed by Italian law, as regards both formal and substantive rules. Any related matter shall be exclusively subject to Italian jurisdiction.

In the absence of a substantive settlement of the dispute, the parties will refer the dispute to the Court of Brindisi, to which exclusive jurisdiction is conferred, irrespective of the plurality of defendants or the exuding of third-party guarantees, including for interim and interim proceedings.

Article 23. LANGUAGE OF THE CONTRACT

2.1. The governing language of this Agreement is the Italian language, notwithstanding any translation or version of this Agreement into another language; in the event of a discrepancy, the Italian text shall prevail and constitute the official document which shall be used for the interpretation of this Agreement.

Customer's signature

The Customer confirms that he / she has read and fully accepts the General Terms of Service.

Date ___ / ___ / _____