

SaaS Terms of Service Digital4Democracy

**DIGITAL4
DEMOCRACY**

For a more transparent, inclusive, and
efficient Public Administration.

Digital4Democracy is the solution
supporting Public Administration bodies
in their digital transformation

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Purpose of the document

This document describes the terms of service for the Digital4Democracy Service provided in SaaS mode.

Article 1. DEFINITIONS

For the purposes of implementing these "Terms of Service", capitalized terms and expressions shall have the meanings set forth below, both singular and plural.

Client indicates the natural or legal person identified as such in the "Order Form" or online order and who signs the "Order Form" or online order for their own commercial, educational or professional purposes. The online order for its own commercial, educational or professional purposes.

Personal Data indicates the data of a personal nature that the Customer processes in connection with the performance of the Contract, as defined in the Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR" these rules are hereinafter referred to as the "Applicable Rules").

Contract indicates alternatively:

- a set of documents consisting of: the "Description of the Ordered Items", the "Order Form" and the "SEPA Mandate" (if any) (if any), these General Terms and Conditions for SaaS Services, as well as the Terms of Service and the Technical Prerequisites and any other general conditions applicable to the ordered items referred to in the "Description of the Ordered Items"; or
- an order placed online validated by an authorised signatory of the Client and including or referring to the "Description of the Items Ordered" (indicating the quantity and price of such items), the "SEPA Mandate" (if any), these General Terms and Conditions, as well as the Terms of Service and Technical Prerequisites and any other general conditions applicable to the items ordered referred to in the "Description of the Items Ordered". (if any), these General Conditions, as well as the Terms of Service and the Technical Prerequisites and any other general conditions applicable to the items ordered referred to in the "Description of

the Items Ordered".

These General Terms and Conditions, the Terms of Service and the Technical Prerequisites may be consulted and downloaded from the Cedat85 website (<http://www.cedat85.com/>) and may also be sent to the Client in electronic format on request.

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

Digital4Democracy SaaS	indicates the web services portal that Cedat 85 makes available to its clients. The portal is accessible at Digital4Democracy - PRO/ or at any other web address communicated by Cedat 85.
Professional Services	indicate Cedat85's professional services for the installation, configuration and adoption of Third-Party Hardware and/or Software offered by Cedat 85 and purchased by the Client in the "Description of Items Ordered" which is subject to separate general terms and conditions for the provision of professional services.
User	indicates any natural person authorised by the Customer who can access the Service.

Article 2. INTEGRAL PART

The "Terms of Services" are an integral and substantial part of the Agreement, as specified in Article 2 "Definitions and Interpretations" of the "General Terms and Conditions". These "Terms of Services" describe the conditions applicable to the Service that prevail over all other provisions set forth in the General Terms and Conditions.

PURPOSE AND AVAILABILITY OF THE SERVICE

Article 3. PURPOSE OF THE SERVICE

Digital4Democracy, the solution supporting the digital transformation of the local Public Administration in our country. It guarantees maximum transparency in the work and deliberations of all elected assemblies, providing complete information in real time on the choices and decisions of mayors, councillors and councillors relating to local government.

The service, which can be provided in both SaaS and HYBRID modes, allows the Council, from the smallest Municipality to the most populous Region, to comply with the provisions of the law:

- Legislative Decree 14 March 2013, no. 33, cd Madia Law,
- Legislative Decree no. 97 of 25 May 2016, known as FOIA (Freedom of Information Act);
- Anac Guidelines setting out operational indications for the purposes of definitions of exclusions and limits to civic access under Legislative Decree 33/2013.

The service provided by Cedat85 allows:

- Hall management

attendance, speaking requests, management of speaking times, real-time voting, hall panel, outcomes and printouts.

- Live and on-demand streaming of meetings

to view or review a council meeting

- Social content sharing

Allows you to post the selected clipping in real time on your social profile (Facebook, Twitter, YouTube, Google+, Drop Box, LinkedIn).

- Meeting minutes

- Alerting

After registering and selecting the topics, administrator or councillor they wish to follow, citizens receive a notification on their devices if the conditions indicated occur during the sessions.

- Cropping

function to extrapolate a content of interest that emerged during the council meeting or in previous meetings through a semantic search, by single word, by speaker or by agenda (only for administrators/councillors)

- Indexing of all sittings in the Chamber and/or Commissions with the possibility of searching by keywords and text strings

- Search

- "Google-like" on archived minutes
- by speaker, by agenda, by date

- overlay subtitling of audio/video footage on Internet or intranet sites, guaranteeing accessibility also for disadvantaged citizens

- creation of documents in PDF format

- creation of a real digital media library of the Administration

- it allows sessions to be accompanied by in-depth documentation (resolutions, laws, writings, etc.) by uploading files and/or external links

The reserved area of the service supports SPID (Italian Public System Digital ID) or with access credentials (user name and password).

All personal data is protected in accordance with the European General Data Protection Regulation (GDPR). The service has been developed on the basis of the principles of Art. 25 Privacy by Design and Privacy by Default.

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

- Name and Surname to identify the user;
- E-mail address to send the invitations;

Personal data (e-mail, access credentials) are encrypted in digital files.

Certifications

CEDAT 85 applies a **quality management model** compliant with **UNI EN ISO 9001:2015** and applies an information security management model (ISMS) compliant with **UNI EN ISO 27001** extended with the controls of **ISO/IEC 27017 and ISO/IEC 27018**.

Article 4. SERVICE LIMITATIONS

Support and maintenance of the standard service do not include customisation, adaptation or integration.

Support is provided exclusively by remote.

No provision is made for the activation of extra modules other than those expressly indicated in the Contract.

No provision is made for Cedat 85 technical staff to support data import and normalisation unless expressly indicated in the Contract.

The possibility of having your own domain for access to the service is not envisaged. APIs for integration with third-party products are not available.

Supported browsers: Edge, Chrome, Safari, Firefox.

Article 5. SERVICE ACCESS

The Service operates on a 24-hour basis, except in the case of Maintenance Windows and in the case of serious malfunctions.

The Maintenance Windows are as follows:

- 24:00 to 7:00 (Central European Time "CET" / Central European Summer Time "CEST")
- Sundays and public holidays according to the calendar in force in Italy
- Scheduled maintenance

For all scheduled maintenance, Cedat 85 notifies customers via the Digital4Democracy Service

or by e-mail or telephone at least 48 hours in advance. Access to the reserved area of the service is via personal credentials that cannot be transferred to third parties.

Article 6. SERVICE AVAILABILITY

Cedat85 provides the SaaS Digital4Democracy platform through which all the modules necessary to achieve the Client's business requirements and objectives will be made available.

The platform will ensure the availability and reliability of the cloud service with a high availability uptime of 99.00% 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.

The availability and business continuity of the services will be guaranteed 24x24x7.

The Digital4Democracy service, in fact, resides on CLIOCOM Cloud located in Italy, which has certifications of compliance according to ISO/IEC 27001:2013, 27017:2015 and 27018:2019, ISO-14001.

The certifications are approved by third-party, independent auditors.

Compliance with these international standards and code of conduct is proof of CLIOCOM's commitment to information security at all levels of the company and the compliance of CLIOCOM's security programme with industry best practices. Therefore, the Digital4Democracy platform will adhere to these standards.

Article 7. SERVICE ACTIVATION

Activation of the service is generally agreed with the Customer, the minimum time is 4 working days from the date of signing the contract.

The service is activated by sending temporary credentials for the first access to the User authorised by the Customer.

Article 8. DEACTIVATION OF SERVICE

Service deactivation is from the day of expiry or termination of the Contract. Deletion of Customer Data (both Customer Generated Data and backup copies) will commence 60 (sixty) days after service deactivation in accordance with Cedat 85's backup retention policy.

Article 9. HELP DESK

Service support will be guaranteed for the entire duration of the contract and will be carried out by a team of professionals consisting of System Integrators and Developers, organised in shifts that will guarantee coverage from Monday to Friday, from 09:00 to 19:00.

The service structure can respond within the times indicated in the SLA table.

The Customer's staff can open a ticket directly through the trouble ticketing portal (<http://support.magnetofono.it/>) or call the toll-free number **800585486** or send an email to the help desk which will open, always in a short time, the ticket with the report that will determine the request for intervention according to the following scheme:

- Telephone/email support: includes all anomalies and reports that can be resolved by telephone or email.
- Level I assistance: includes the intervention of a technician to resolve ordinary malfunctions.
- Level II assistance: includes the intervention of a technician specialised in solving the open problem, who will intervene as part of extraordinary maintenance.

The support structure is able to respond within the required timeframe indicated in the SLAs shown in the table.

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

Fault classification	Code	Description	Intake from ticket opening	Restore since taking over
Blocking malfunctions	1A Detected by 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 client		Within 1.5 hours	
Major malfunctions	2A Detected by supplier	In some circumstances the functionality of the system cannot be used in whole or in part.	Within 8 hours	Within 16 hours

Fault classification	Code	Description	Intake from ticket opening	Restore since taking over
	2B Detected by client	part by the users.		
Malfunctioning	3A Detected by supplier	the functionality of the system, in whole or in part, is degraded or the system behaves abnormally in limited situations and for minor functionalities.	Within 12 hours	Within 72 hours
	3B Detected by client			

Article 10. CUSTOMER DATA STORAGE

The Data and Personal Data are stored at one or more sites located in Italy.

Destination categories

Without prejudice to communications carried out in fulfilment of 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 within our Company entrusted with the processing of your data, and in particular to the employees of the Administration Office, to persons who can access the data by virtue of a provision of law, regulation or Community legislation, within the limits provided for by such rules;
- to subjects who need access to your data for purposes ancillary to the relationship between you and us, within the limits strictly necessary to carry out the ancillary tasks entrusted to them;
- to our consultants, to the extent necessary to carry out their duties in our Company, subject to our letter of appointment imposing the duty of confidentiality and security in the processing of your data.

Article 11. PHYSICAL AND ENVIRONMENTAL SECURITY MEASURES

The physical security of the data centres is managed by our infrastructure provider **CLIOCOM** below are the main features:

The building housing the Internet Data Centre is fully fenced and is equipped with a physical perimeter intrusion detection and CCTV protection system. Access control to the building is carried out by a 24-hour security service.

The entire infrastructure is sized to be able to provide services in a completely redundant and secure manner. There are several levels of redundancy:

- all electrical panels are redundant;
- a UPS system with redundant logic makes it possible to manage a transient, in the event of a black-out, start-up of uninterruptible power supplies (of the order of a minute);
- a constantly monitored genset comes into operation in less than a minute in the event of an external power supply back-out, and its functionality is tested on a monthly basis. The genset has an autonomy of 48 hours at full load.

The backbones that make up level two are made of fibre optics and are supported on a pair of room layer 3 switches.

The UPS room is physically separated from the rest of the Data Centre to guarantee security and flexibility in the management of the equipment, preventing power supply problems and fires from affecting the operation and continuity of the hosted services. For this reason, the fire-fighting system is completely separate and independent.

There are two **VESDA (Very Early Smoke Detection Alarm)** systems for smoke and dust detection. The system is designed for the safety of people, the protection of property and the continuity of production and services. Further protection is provided by air conditioning systems with fail-over and load-balancing; optimum temperature and humidity values for the operation of the equipment are controlled and maintained by air conditioning and ventilation systems.

Below are the certifications issued by independent control bodies:

- **The Quality Management System (QMS)** certified according to **UNI EN ISO 9001** for:
 - Provision of connectivity and interoperability services to the Internet.
 - Design, development and content management of websites.
 - Design and delivery of in-person and distance training courses.
- The Information Security Management System (ISMS) according to the standard **UNI CEI ISO/IEC 27001** for:
 - Provision of services for the management of facilities, applications and data related to the activity of Internet Service Provider;
- Environmental Management System (EMS) according to **UNI EN ISO 14001** for:
 - Provision of connectivity and interoperability services to the Internet.
 - Design, development and management of website content.
 - Design and delivery of in-person and distance training courses.
- **The Management System for Health and Safety in the Workplace (SGSS)** according to the **OHSAS 18001** standard for:
 - Provision of connectivity and interoperability services to the Internet.

- Website design, development and content management.

CLIOCOM and also:

- Founding member of AIIP (Italian Internet Provider Association).
- Founding member of MIX (Milano Internet Exchange) for the interchange of national traffic.
- Autonomous System n. 9104 and Local Registry at RIPE. Official supplier of Connectivity and Security Services for the RUPAR Community Network (Rete Unitaria Pubblica Amministrazione Regionale - Unified Regional Public Administration Network) of the Puglia Region under the new Framework Agreement "Sistema Pubblico di Connettività - SPC".

Article 12. DELETION OF DATA

Following the deletion of a data item, the system creates a definitive removal indicator, in which case the data item is logically deleted. The final deletion of the data takes place with the compacting function which is carried out periodically and automatically by the system (the standard configuration provides for compacting every 30 days for at least 100 documents). After compacting, the data cannot be recovered in any way, not even by the replicas; instead, it will remain for a few days (generally 6) on the backups and 14 days on the OVA images. After this period, the data can no longer be restored.

Article 13. BACKUP AND RECOVERY

The backup plan provides for copying of files, configurations, DB, folders and the entire storage, with encryption functions, monitoring logs, functions for resuming interrupted backups, alerts, timed, global, distributed, incremental and 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 serious or extensive hardware or connectivity failures, Cedat85 is able, within a short period of time, to make all data available on an alternative Disaster Recovery system. The causes of an outage can be manifold (i.e., a power failure 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 though they continue to function correctly).

Backup Plan

Rescue type	Frequency	Conservation period
Daily 3 times a day, on primary site	during off-peak hours	Six days
Daily, copy of the last backup on the secondary site	nightly	Six days
Weekly OVA Backup	Sunday night	Two weeks

Article 14. LIABILITY

Cedat85 provides the client with the service configured with the services purchased. Below is a list of the responsibilities of Cedat85 and the Client:

Responsibility descriptions	Cedat85	Client
System administrators	X	
Safekeeping and use of system access credentials	X	
Cost of licences		X
System software upgrade	X	
Corrective maintenance of Cedat 85 services (release of	X	
(release of software patches or regulatory updates)	X	
Evolutionary maintenance of Cedat 85 services (new functions requested by the customer)	X	
Hardware upgrade		X
Client infrastructure configurations		X
Contents of files processed by SaaS service	X	
Nagios monitoring of service status	X	
Monitoring of network traffic to the SaaS service	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		X

Acceptance of Terms of Service

Client signature

the customer confirms that he/she has read and fully accepts the terms of service of the Digital4Democracy SaaS service.

Date ____/____/____