

SOFTWARE USER LICENSE MAINTENANCE, UPDATES AND ASSISTANCE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. With regard to this contract, except for definitions stated elsewhere and not specifically mentioned herein, the terms listed in this article will be assigned with the following meanings and they will be always shown with capital letter, either in singular or plural form:

- Additional terms: if existing, means the document in which are stated the further conditions that regulate Software provision;
- Application Form: means the document (Mod.NAM SW012) and its attachments, proposed from Provider or Authorized Reseller containing Software special terms and related costs, that the Client is compelled to subscribe in order to properly enable the Software;
- Authorized Reseller: means the natural or legal person authorized by the Provider to release Software;
- Client: means Software end user;
- Commercial Offer: if existing, means the distinct document, prepared by the provider or the authorized reseller, containing the Software economic conditions as well as further using condition if needed;
- Contract: means the Software's licence agreement, composed of the present General Terms and Conditions, Application Form and/or Commercial Offer and/or Data Protection Agreement and/or Additional Terms and Conditions, as well as product specifications if existing;
- Data Processor: is the external subject that provides the Software in SaaS and/or manage the maintenance, updating and assistance Service designated by the Data Controller in accordance with the Reg. EU 2016/679;
- Data Protection Agreement: means the data protection agreement according to article 28 of the Reg. EU 2016/679;
- General Terms and Conditions: means these general term and conditions (Mod.NAM SW010);
- Producer: means the subject that produces the Software, sometimes can correspond with the Provider;
- Product specifications: means the document containing the Software details;
- Provider: means Namirial S.p.A., with registered office in Via Caduti sul Lavoro n. 4, 60019, Senigallia (AN); Italy;
- Reg. EU 2016/679: is the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/CE (General Data Protection Regulation);
- Service: means the Software's maintenance, updating and assistance service;
- Software: means each software's object code, of which the Provider is owner or licensor;
- Spam: has the same meaning stated on Spamhaus website;
- Virtual machine: is a software application that simulate a physical server where the running application is bound to those resources foreseen for the virtual machine itself.

2. General conditions structure

2.1. These General Terms and Conditions are composed of two additional sections that include further specific conditions which shall apply based on different types of Software and/or different provision methods.

3. Subject

3.1. The Provider grants the Client a personal, limited, revocable, non-exclusive and non-transferable licence for accessing and using the Software in accordance with the limitations set forth in this Contract. For the entire validity period of this Contract, the Provider also provides the Client with the maintenance, update and assistance Service.

3.2. Software, depending on technical and functional specifics, may be used by the Client through one of the following proceedings: (i) with the computer enabled by a specific hardware and/or software Key and with the respective authentication credentials released from the Provider ("on-premises" usage mode) or, (ii) as a service, via internet or cloud infrastructure of which the Provider have availability and, if expected, also through access to the Provider's web platform, prior entering the authentication credentials ("SaaS" usage mode). It is specifically excluded every other usage of the Software different from those stated in this article.

4. Client obligations

4.1. The authentication credentials, supplied from the Provider, shall be known only by the Client. The Client shall keep them with greatest secrecy and due diligence, committing to do not give and do not allow, in any way, the Software usage to third party; in case of failing, the Client will be considered responsible for every damage or prejudice caused directly or indirectly to the Provider and/or to third parties, due to an improper use of the Software by unauthorized subjects.

4.2. The Client shall be responsible for the security of the workstations and resources employed to use the Provider's services. The Client therefore undertakes to ensure that account management is monitored in accordance with the security procedures in force so as to limit the possibility of attempted access and/or violation through its systems. The Client also grants to ensure that log on procedures are secure and verified and that access management is compliant with traceability and monitoring procedures.

4.3. The Client shall not misuse any part or content of the Software. By way of example, without limitations, the Client is forbidden to:

- a) falsely state, misrepresent, or conceal his/her affiliation with another person or

entity;

- b) copy, modify, host, sublicense, or resell Software;
- c) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Provider;
- d) Enable or allow Software use to third parties;
- e) Access or attempt to access Software by any means other than the interface supplied or authorized by the Provider;
- f) Circumvent any access or use restrictions put into place to prevent certain uses of the Software;
- g) Share content or engage in behaviour that violates anyone's intellectual property right;
- h) Reproducing, modifying or decoding also partially the Software. It is allowed, for the Client, to make a back-up copy for security purpose. Further copies must be authorized by the Provider;
- i) Supply, through Software, hosting or time-sharing services to third parties;
- j) Attempt to disable, impair or destroy Software;
- k) Using Software differently from what specifically stated in this Contract and allowed by the Provider;
- l) Violate applicable law.

5. Warranties

5.1. The Provider guarantees Software compliance with technical specifics set out in the documents provided to the Client; the Provider does not guarantee that the above-mentioned technical specifics will meet Client's requirements or that the quality of Software will meet the Client's expectations. The Software warranties granted from the Provider are conditioned to the hardware correct use and suitability, and Client's software operating system, in addition to the Software rightful usage.

5.2. Software are elaborated according to their own technical specifics, exclusively for purpose specified on the Contract. The Provider does not guarantee any other different use of the Software.

5.3. The Provider further disclaims any warranty that Software will be constantly available, uninterrupted, timely, secure, or error-free; the results that may be obtained from the use of Software will be effective, accurate, or reliable; any errors or defects in the Namirial Services or Software will be corrected.

5.4. The Client acknowledge that the Software's choice, installation, use and results are its own responsibility.

6. Maintenance, update and assistance service

6.1. The Service includes:

- a) The Software updates released to the Client, as results of possible legislative, regulation or administrative changes, that cause variations falling in the concept of ordinary administration, but that will not cause Software's new module implementation or a new Software;
- b) The release of new/updated Software versions to the Client, made available by the Provider or its licensors; it's excluded the release of further Software's modules or ex-novo designated Software;
- c) The release of Software error or malfunction corrections as soon as available;
- d) The Software license maintenance, and consequently the issuance of Software activation codes for each year of renewal or validity of this Contract;
- e) Software's assistance is provided during normal working hours from the Provider employees, or if existing from the authorized reseller, by telephone and/or through email. The above described assistance does not include, in any case, on site assistance or consulting and advice on matters of fiscal, accounting, labour law and administrative, and/or training session at the Client's or Provider's premises or any other sites. The assistance can be supplied by the Provider also through the Client's device remote access, previous authorization for every session from the Client itself, and with clear direct acceptance of each intervention request.

6.2. The service shall be provided to the Client by the Provider, only on Software current standard version, without taking into account possible changes or integrations made by the Client, also through the Provider, on the Software themselves.

6.3. The Provider shall be entitled to appoint third parties (not employed by the Provider) for the provision of the Service. The service can be provided, in part or as a whole, directly from the Authorized Reseller.

6.4. In the event that the Provider need to perform the Software and/or infrastructure maintenance, it shall notice the Client about the reasons of the intervention and its duration at least 24 hours before it.

6.5. The Client accepts that during the assistance procedure, either via remote session or on site, the Provider's operator, even if external to the Provider's organization, can become aware of the Client personal data through the IT device connections sessions.

7. Intellectual property rights

7.1. The Software license granted to the Client, does not attribute it any title or right on the Software source codes, since the Software remains full property of the Provider and/or its licensors. Every technical, algorithms and proceedings contained





in Software and the related documents, constitute confidential information owned by the Provider and/or its licensors. It is forbidden to the Client to sell, license, resell the Software or provide them for any reason or title to third parties. The provisions of this article also apply for any product eventually developed by the Provider and made available to the Client during the execution of this Contract.

7.2. This Contract does not assign to the Client any right over eventual new Software versions.

7.3. Eventual third parties software's components, of which the Providers is licensor, are licensed to the Client according to the provision of this Contract and their usage is allowed solely through the Software.

7.4. The Provider retains all the rights over the Software, including its use and reproduction, even for business purpose.

7.5. The Provider or its licensors remain the exclusive owner of any registered/unregistered trademarks, as well as of any other distinctive sign, name or label put on the Software, and on any relative documents and reports. The signature of this Contract will not generate any right in favour of the Client.

8. Third parties' services

8.1. In the event that the usage of the Software includes the possibility of purchasing third parties' services, the said services shall be subject to the general terms arranged by the services provider. The Provider shall not be responsible for the provision of the said third parties' services.

9. Provider's responsibility

9.1. The Provider's responsibility toward the Client and/or any third parties, is limited to the provisions of this Contract and is excluded in case of delays in the Software execution or in the Service provision due to force majeure (including strikes, also business strikes, and other reasons ascribable to third parties). The Provider is not responsible, in any case, for delays, errors or nonfulfillment caused by third parties, or anomalies that can occur during Software use or Service supply, and that are out of the Provider's possible technical control (i.e. malfunctions concerning the management of phones and/or telecommunications networks). All contractual and non-contractual liability for direct or indirect damage suffered by the Client or third parties as a result of proper performance of the Software or the Service is excluded. In any case, eventual Software errors shall not be ascribed to the Provider whether the Client could reasonably detect them with the normal due diligence to be kept in this concrete case. The licensed Software shall be considered exclusively an operating tool having the purpose of ease the user's job; in particular the application results, whether they would be for example of calculation, fiscal and/or payroll, shall be always verified by the Client as the Provider shall not be responsible for any possible mistakes regarding such results. Furthermore, the Provider shall not be responsible for any damages suffered by the Client due to the lack of supplying Software activation codes for a not-renewed contractual year (i.e. in case the Client has not paid the compensation).

9.2. It is however hereby understood that the maximum liability that the Provider may incur as a result of any claims for compensation brought by the Client and/or third parties in relation to the supply of Software and/or the Service, for loss or damage of any kind, on a contractual or non-contractual basis, shall be limited to the actual loss or damaged sustained and, in any case, the total amount cannot exceed the amount paid by the Client in the year preceding the occurrence of the breach, with the exception of cases in which the Client proves wilful misconduct or gross negligence by Provider.

9.3. In case circumstances allow, the provisions contained in this article will apply also in favour of the Authorized Reseller.

10. Duration and withdrawal

10.1. Save as otherwise agreed in the application form or in the Commercial offer, the Contract shall enter into force on the date of its and shall be valid until the 31 of December of the following year.

10.2. On expiration date, the Contract shall be understood to be renewed every two years, except in the event of withdrawal, to be exercised at least 120 (one hundred and twenty) days prior to the expiry date by sending written notice in the manner set out in art. 13 below.

10.3. Upon expiry, in case the Client is not granted with a perpetual right on Software licence, it will have to destroy all archives and Software potential copies within the following 6 months, noticing contemporary the Provider. All the Software are embedded with IT controls that permit the Software regular functions solely for one calendar year; the Software activation codes for the following years are provided to the Client only in if the Contract is renewed. In case of SaaS Software use, starting from the expiration date, the Provider shall disable both system access and the related credentials.

10.4. Pursuant to article 1373 of Italian Civil Code, the Provider, or the Authorized Reseller if authorised by the Provider itself, is entitled to withdraw from the Contract without being required to pay the Client any compensation, refund or indemnity of any kind, by providing 30 (thirty) days prior written notice sent according to the manner set out in art. 13 below.

10.5. If the Client is a Public Administration Body, tacit renewals shall not apply. Public Administration Bodies that wish to renew the Contract must provide notice of their intention to the Provider at least 60 (sixty) days before the natural expiration date of for this Contract in the manner set out in article 13 below.

10.6. The Client acknowledge and accept that Software do not include any trial period.

11. Confidentiality

11.1. The Client warrants to keep confidential any and all information disclosed to it in connection with the entry and performance of this Contract – irrespective of the kind and form of said information – both during the term of and after termination of the Contract, and not to exploit this information for his/her own purposes or for the purposes of a third party or parties. This non-disclosure and confidentiality condition must demonstrably be imposed on all persons with access to this information on account of their responsibilities.

11.2. The Client must select physical, logical and organizational measures similar to those chosen to protect their own confidential information, in order to prevent the disclosure and to protect the confidentiality of information from unauthorized or unallowed accesses.

12. Compensation

12.1. In exchange for providing Software and Service, the Client shall pay the Provider, or alternatively the Authorized Reseller, the amount stated in the application form or in the Commercial offer, according to the methods and terms set out therein. All prices must be considered without VAT according the law rate and possible extra expenses and duties. In the event of late payment with no need for any prior formal notice of default and without prejudice to any other different rights, late payment interest will accrue in favour of Namirial, or the Authorized Reseller, on all amounts not paid promptly, calculated in the amount and as per the conditions set out in Italian Legislative Decree no. 231 of 09/10/2002. Starting from the second calendar year of Contract execution, the amounts due by the Client can be subjected to an annual revaluation, that cannot be higher than the labouring families price of consumption ISTAT rate, added with 3 point of percentage. In the event that the Provider changes its Software price list, it will be entitled to unilaterally amend the compensation stated on the application form or on the Commercial offer, prior written notice to be sent to the Client in the manner set out in article 13 below. In this case, the Client shall be entitled to withdraw from this Contract within 30 days from the receipt of the above communication, otherwise the amendments will be considered entirely accepted by the Client.

13. Communications

13.1. All communications among the parties in relation to the Contract, shall be considered valid if sent to the other party via registered post with notification of receipt or via certified e-mail, to the respective address specified in this Contract.

13.2. All notices, communications, letters, registered letters and, in general, all correspondence sent via the postal service by the Client to the Provider must be sent to the following address: Namirial S.p.A., Via Caduti sul lavoro 4, 60019 – Senigallia (AN), or to another address provided to the Customer with at least 30 (thirty) days notice.

13.3. All electronic correspondence sent by the Client to the Provider must be sent to the following Certified E-mail Address: ufficiocommerciale@sicurezza postale.it, or to another Certified E-mail Address provided to the Customer with at least 30 (thirty) days' notice.

13.4. In case the Client purchases the Software through an Authorized Reseller, all the communications shall be addressed to the latter.

14. Personal data processing

14.1. According to Reg. EU 2016/ 679, the Provider informs the Client that its personal data will be processed complying with the above regulation and in order to ensure the provision of Software and Service. Data will be processed according to Provider's legitimate interest principles, and contractual and precontractual obligations that allow the correct fulfilment of the Contract.

14.2. The data shall mainly be processed using electronic and IT tools and stored in both IT and hard copy formats, as well as using any other suitable format, in compliance with the security measures adopted in accordance with that regulation. Provision of such data is mandatory, and the provision of incomplete or erroneous data may result in failure to execute the relationship governed by this Contract, in whole or in part.

14.3. The Client can, in any moment, exercise its rights towards the Provider according the articles 15 to 22 of Reg. EU 2016/679, sending written notice to Namirial's DPO, dpo@namirial.com or dpo.namirial@sicurezza postale.it.

14.4. The data are stored in data centres located in the European Union territory and in any case adhering to the current standard contractual clauses in force. The list of data centres is available as Annex 2 to the Data Protection Agreement.

15. Express termination clause

15.1. The Provider, also through the Authorized Reseller, prior written to be sent in the manner set out in article 13 above, is entitled to terminate this Contract with immediate effect, according to art. 1456 c.c., and consequently revoke the Software license (unless the Client owns a perpetual Software license), if the Client:

- Provides Software license to third parties, in any form or mode;
- Communicates the authentication credentials for accessing the Software in SaaS mode to any third parties;
- copy, also partially, Software and related documents, in addition to what specifically stated in this Contract;
- Submits Software to specific proceedings in order to reconvert it on "source Software";
- Has an insolvency procedure;
- Has a 30 (thirty) days payment delay regarding the compensations due to the Provider and/or Authorized Reseller respect to the terms agreed in this Contract;
- Violates the provisions contained in previous articles 4 (Client's obligations), 7 (Intellectual property rights) and 11 (Confidentiality);
- Performs an improper use of the Software

15.2. In the event that the Contract is terminated due to fact or fault attributable to the Client, the Provider and/or the Authorized Reseller will be entitled to require a damage compensation to the Client. In any case of Contract termination or Software license revocation, the Client will have to immediately uninstall and destroy Software and its eventual copies, noticing contemporary the Provider or, if existing, the Authorized Reseller.

15.3. The Provider, in case of compensation's payment delay, beside the termination right, shall be entitled to immediately suspend the Service and/or Software's license even blocking the relative use.

16. Jurisdiction and applicable law

16.1. Any disputes that may arise between the Parties with regard to interpreting the Contract and its subsequent amendments and supplements shall be submitted to the exclusive jurisdiction of the Court of Ancona, with the express exclusion of any other Court.

16.2. This contract shall be governed, interpreted and applied in accordance with Italian law. For all matters not expressly regulated by this Contract, express reference shall be made to the general rules set out in the Italian Civil Code, as well as applicable regulations on the subject.

17. General provisions

17.1. These General Terms and Conditions together with the application form and/or Commercial offer and/or Data Protection Agreement constitute essential and substantial part of a unique Contract.

17.2. The Client declares to be aware and to accept that the Provider shall be entitled



to unilaterally amend, in any moment, these General Terms and Conditions and other documents that are part of this Contract, as well as the Software provision methods. The mentioned amendments shall be noticed to the Client via e-mail or certified e-mail or by publishing them on the web platform, becoming effective after 30 days of being noticed or published. In case the Client is not intentioned to accept the amendments, it will be entitled to withdraw from the Contract according to the above effectiveness term, through written notice to be sent to the Provider, or to the Authorized Reseller, in the manner set out in article 13 above.

17.3. The Provider can withdraw a Software with an advanced notice of 6 months, carrying on supplying the Software until the last day of validity, or support the Client through the migration to another software offered by the Provider. The client acknowledges and accepts that as of the Software withdrawal date, it will be forbidden to use the Software, The Provider shall not be responsible for possible damages or compensation requests arising from the violation of the above ban.

17.4. 17.4. Save as otherwise stated in the Product specifications of the specific Software, in case of termination of this Contract, for any reason, the Client is guaranteed the possibility to download the documents present in the Software within the following 60 days as of the Contract expiring date. The Client is aware and accepts that after the expiration, it will not be possible anymore to access the Software and the relative documents.

takes measures to safeguard against unauthorized disclosures of information, the Internet and the Software are not 100% secure so the Provider shall not guarantee the Client that information collected or stored will be protected from all unauthorized access.

The client acknowledges and accepts that Software do not represent a documental storage tool. For this reason the Provider will keep available for the Client, until expiration date of the Contract and unless otherwise specified, the documents resulting from the Software, and only for the period of time specified in the product specifications.

On the Contract expiry date, the Client will have the possibility to implement an electronic storage or to autonomously download the documents. After this deadline, the Provider is authorized to cancel the content.

SECTION I USER LICENSE ON-PREMISES MODE

A. USE

The Software user license on-premises mode allows the Client to use a copy of the Software on a single computer. The Client is not permitted to use the Software on more than one computer or use it on a network so to use it on more devices simultaneously.

The Client is not allowed to use the Software for whatever activity, including developing a different software, that would interfere, destroy, damage or enter a third party server, network or property or service in an unauthorized way, including those property of the Provider.

The Client shall install every Software updates and releases supplied from the Provider, knowing that on the contrary the maintenance, updates and assistance service could be useless in whole or in part. Possible Software new releases, corrections or updates are subordinated to the same agreement established for the original Software and from this Contract.

B. SUPPORT WARRANTY

The Provider guarantees that, at the purchasing date, the storage support where the Software are registered is free of any bug and it is in normal use conditions and perfectly functioning. The Provider is responsible for possible bugs of the support where the Software are registered for a maximum period of 30 days from the date of the transportation document or, in case of immediate invoice, from the invoice date. In case of verified support's bug, the provider will deliver Software to the client on a new support, replacing the previous one.

C. PROGRAM INSTALLATION

Save as otherwise agreed, the Software installation is at Client's expenses. In case the Client asks the Provider or authorized third parties for assistance and support on site, the Client will be charged with a fee according to hourly rate current on the intervention day.

D. COMPUTER TRANSFER – CLIENT DUTIES

In case the Client is intended to give the computer on which the Software is installed to third parties, it is obliged to prior uninstall the Software since the Software has been licensed to the Client exclusively.

E. SOFTWARE REQUIREMENTS

It is Client's duty to verify that its own operating system is congruent with Software functions. The Provider is not responsible for a non-compliant operative system and does not supply operating system service, application or in general RDBMS ("Relational Database Management System"), used by the Client, and for which is expired the support period granted by the producer.

In case that third parties software run on the Client computer together with the Software, the Provider can require the Client to disable such third parties software and to prove an eventual bug related to the Software after the disablement of the third parties software.

SECTION II USER LICENSE IN SAAS MODE

A. USE

The SaaS Software user license can be used by the Client through internet network, for which provision the Client will enter into a separate agreement with a telecommunication operator. Installation, use and access can be performed only through the Provider Virtual machine.

B. CONTENT

The content is composed of all data and information that the Client supplies, authorizes for the Software access or upload in the Software.

The Client retains all rights and ownership of its content. The Provider does not claim any ownership rights to such content.

The Provider will not access, view, or listen to any of the Client's content, except as reasonably necessary to perform the Software execution.

The Client represents and warrants that he/she owns or otherwise controls all of the rights to the content that it submits; that the said content is truthful and accurate; and that use of the content supplied by the Client does not violate these General Terms and Conditions or any applicable laws.

The client acknowledges and accept that it is responsible for the submissions provided and that it has full responsibility for the legality and copyright of the submissions.

It is strictly forbidden to the Client to send Spam.

The Provider employs physical, electronic and managerial procedures to safeguard and help preventing unauthorized access to the Client's content. The Provider chooses these safeguards based on the sensitivity of the information collected, processed and stored and the current state of technology. Although the Provider



PRODUCT SPECIFICATIONS “Building in Cloud”

A. Definitions

In addition to Article 1 of the General Terms and Conditions, for the purposes of this agreement and without prejudice to any definitions indicated elsewhere and not expressly mentioned herein, the terms listed in this article shall be assigned the following meanings and shall always be used with a capital letter, both in the singular and plural:

- "User": the person(s) who, following activation of the Service by the Customer, is/are invited to participate in the collaborative activities offered by the Service;
- "Programme" or "Service": as defined in the General Conditions, shall mean the Building in Cloud service.

B. Description of the Service

The Service is accessible via the Internet in "Software as a Service" mode at the address: app.buildingincloud.net and is intended for users over 18 years of age.

It consists of enabling the publication and sharing of data and collaboration between connected users, in order to improve the quality of the activities carried out during the life cycle of a building or infrastructure. Authorised Users, therefore, can create, manage and share information, collaborating in synergy with each other.

The Service is accessible by the Customer upon registration and by Users following an invitation to collaborate from the Customer or its delegates.

The Service is provided in connection with the Customer's business and in any case for needs related to the Customer's business.

The Customer of the Service automatically assumes the role of System Administrator, which enables him/her to define the manner in which the Users may use the Service. The Service is intended for Users over 18 years of age and is only accessible following registration for the Service or following an invitation to collaborate.

Information on the processing of personal data to which both the Customer and the User are subject is set out in the Privacy and Cookies Policy.

C. Applicability of the Contract to Users and Responsibilities of the Customer

The Users authorised by the Customer to access the Service are obliged to comply with the terms of use of the Service set out in this Contract.

It is understood that the Customer remains solely liable to the Provider in the event of any breach, even partial, by the Users of their obligations under this Contract.

D. Service subscription levels

Different subscription levels of the Service are available, which determine

- which features of the Service can be accessed;
- the availability of storage space, number of buildings, number of users;
- the cost of the Service itself.

The Customer shall select the desired Service level when activating the Service.

Free level of Service

The Customer may activate the Free version of the Service free of charge, the use of which shall however be subject to the terms and conditions set out in this Agreement. This Level can be activated free of charge directly by the Customer through the Namirial Shop (...link...) and allows the Customer to subscribe to and use the Service free of charge.

The "Free" subscription level allows activation of a fixed number of buildings, storage space and users fixed and determined as indicated on the Namirial Shop page at the time of subscription.

The "Free" subscription level does not allow activation of additional modules of the Service.

The subscriber of the "Free" level may decide to upgrade the Service to higher levels for a fee at any time during the validity of the subscription.

The subscriber of the "Free" level may use the Service indefinitely; the only condition is that the subscriber accesses the Service at least once every 180 (one hundred and eighty) days.

Starting from the ninetieth day, before 180 (one hundred and eighty) days have elapsed without the subscriber accessing the Service, the subscriber will receive every 30 (thirty) days an email notifying him/her of the imminent expiry of the subscription.

After a final lapse of 180 (one hundred and eighty) days without the subscriber, notwithstanding the forwarding of the warning emails, having logged in or responded to the subscription expiration warning emails, the account will be disabled and the subscriber will no longer be able to access the Service. The conditions set out in the section "Consequences of termination of the Service" shall apply in this case.

The subscriber may also independently terminate the subscription to the Service by connecting to the Service and from the "Settings" section, select the "Subscription" command and then select "Cancel subscription".

If the request to terminate the subscription is performed/executed correctly, the User will receive an email confirmation of the immediate termination of the subscription. In this case, the Account will be disabled and the conditions set out in the "Consequences of Service Termination" section will apply.

E. Content posted by the Customer and/or Users

The Provider has no control over the contents posted by the Customer, including through Users during the use of the Service.

Consequently, the Customer assumes, also on behalf of the Users, responsibility for the contents, materials and information of any kind that it or the Users may publish, transmit or disseminate or make accessible through the Service and is solely responsible, also from a financial point of view, for any damage caused directly and/or indirectly to third parties. Therefore, the Customer undertakes to indemnify and hold harmless the Supplier against any third-party claims arising from or in any way connected with the use of the Service.

The Supplier reserves the right, at its sole discretion, in the event of any breach of the commitments provided for herein by the Customer and/or Users, even upon notice from third parties, to immediately suspend and/or interrupt access to the Service, as well as to delete any content deemed harmful to legal provisions, without any liability to the Customer. However, the fact that the Provider does not prevent publication, or does not delete a User's content, does not mean that such content has been deemed acceptable by the Provider.

In any case, the Supplier invites the Customer, also through the Users, holding them otherwise liable, to:

- not publish personal information or images that the Customer and/or Users wish to keep confidential or that may allow other Customers/Users to contact him directly;

the Supplier invites the Customer, also through Users, not to publish data and/or information referable to third parties for which prior consent has not been obtained;

- not to publish information content material of any kind (audio, video, graphics, etc.) covered by copyright without the prior authorisation of the person having the right;
- not to publish content relating to minors or otherwise in breach of laws and regulations;

- not upload, post, send or in any other way transmit or disseminate any material that contains viruses or other codes, files or programmes created to interrupt, destroy or limit the operation of third-party software, hardware or telecommunications systems, interrupt the normal course of communications, interfere with or disrupt the services and/or servers connected with the services.

The Supplier shall cooperate with the Public Authorities in all cases in which it is requested to provide the data and/or information necessary to trace the perpetrators of offences.

F. Consequences of the termination of the Contract

In the event of termination, for any reason whatsoever, of this Contract, the Supplier shall immediately deactivate the Customer's account and that of its Users, while the data and documents contained in the system shall nonetheless be maintained and made available for a subsequent 180 (one hundred and eighty) days for possible reactivation of the account to be requested by email to the address: support@buildingincloud.net. Once this period has elapsed without the subscriber making a request for reactivation of the data and documents, these will be permanently deleted and it will no longer be possible to request their reactivation.

G. Processing of personal data

This agreement for the processing of personal data is concluded between Namirial (hereinafter also "Data Processor") and the Customer (hereinafter also "Data Controller" or "Controller"). This provision is therefore not applicable to Users.

1. Appointment

Pursuant to Art. 28 of EU Reg. 2016/679 (hereinafter also the "Regulation"), the Customer, acting as Data Controller, who is responsible for decisions regarding the purposes and methods of personal data processing, in the person of its legal representative, appoints Namirial, which it accepts, as the Data Processor for personal data processing carried out within the scope of the contractual agreements in force.

2. Duration, purposes, types of data, categories of data subjects and place of processing

This appointment will have the same duration as the Terms of Use to which reference is made.

The Data Processor will carry out processing operations on common Data, specifically personal data (e.g. first name, last name), contact data (e-mail address, telephone number, e-mail content, etc.), information on employees' salary and income situation. The categories of data subjects will be employees, customers and suppliers of the data controller.

The purposes of the processing are to be included in the scope of the services requested by the Customer contained in the Terms of Use and its annexes, and in all subsequent agreements modifying and supplementing the same, which alternatively include: A) After-sales service; B) Ongoing assistance.

3. Obligations of the Data Controller

The Data Controller declares that the data it transmits to the Data Processor: i) are relevant and not excessive in relation to the purposes for which they were collected and subsequently processed; ii) are collected in compliance with all the prescriptions of the regulations in force on the processing of personal data; iii) are updated at the time of processing of the documents relating to employees' payroll.

It is understood that it remains the Controller's responsibility to identify the legal basis of the processing of the personal data of the persons concerned.

The Data Controller undertakes to hold the Data Processor harmless from any claims that may be made by the data subjects, on the basis of the rights attributed to them by Articles 15 et seq. of the Regulation, for unlawful processing of personal data, as well as from any other claim that may be made by the institutional bodies in charge of sanctions and controls on the processing of personal data.

In the event of violations of the provisions of the regulations in force on the processing of personal data, also in the light of the civil and criminal implications provided for by the current legal system, liability shall be attributable solely to the Data Controller, with the right of the Data Processor to take legal action to satisfy the rights and interests harmed by said violations.

The Data Controller remains responsible for the processing of information implemented through application procedures developed according to its specifications and/or through its own IT or telecommunications tools.

4. Obligations of the Data Processor

The Data Processor undertakes to:

- process personal data in accordance with the documented instructions of the Data Controller;
- ensure that the persons authorised to process personal data are committed to confidentiality and are adequately trained;
- take all measures required under Article 32 of the Regulation;
- complying with the conditions set out in Article 28(2) and (4) of the Regulation when using another controller;
- taking into account the nature of the processing, assist the Controller with appropriate technical and organisational measures, to the extent feasible, in order to comply with the Controller's obligation to comply with requests for the exercise of the data subject's rights under Chapter III of the Regulation;
- assist the Controller in ensuring compliance with the obligations set out in Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the controller;
- make available to the Controller all the information necessary to demonstrate compliance with the obligations set out in this contract and the applicable legislation, allowing and contributing to audit activities, including inspections and in proceedings before the Supervisory and Judicial Authorities involving the Controller;
- at the Controller's option, erase or return all personal data after the provision of services relating to the processing is terminated and delete existing copies, unless Union or Member State law requires retention of the data;

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ix. to promptly notify the Controller any requests from data subjects, objections, inspections or requests from the Supervisory Authorities and the Judicial Authorities, and any other relevant information in relation to the processing of personal data.

Without prejudice to the general principles of personal data protection, the Data Processor shall fulfil its obligations to an extent proportionate to the purpose and aims pursued, also in relation to the efforts required and the risks for the rights and freedoms of the data subjects.

5. Authorisation for the appointment of Sub-Processors

The Controller authorises the use of Sub-Processors (hereinafter "Sub-Processor(s)") for processing operations.

The Controller ensures that the Sub-Processor(s) is (are) bound by a contract or other legal act under Union law in which personal data protection clauses are defined and that such clauses offer guarantees of protection that are not inferior to this contract.

6. Transfer to Third Countries

If the Controller intends to carry out transfers of personal data outside the EU, these may only take place if the conditions set out in Articles 44 et seq. of the Regulation are met.

7. Security Measures

Within the scope of the service provided, the Responsible Party shall adopt the security measures described in Annex 1 ("Service Level Agreement") of the Terms of Use.

8. Provisions in case of termination of processing

Upon termination of the processing operations entrusted to the Data Processor, as well as upon termination for any reason of the processing by the Data Processor or of the underlying relationship, the Data Processor at the Controller's discretion shall be obliged to: (i) return the processed personal data to the Controller or (ii) arrange for their complete destruction, except only in cases where the retention of the data is required by law or for other purposes (accounting, tax, etc.). In both cases, the Data Processor shall provide the Controller with a written declaration stating that no copy of the Data Controller's personal data exists at the Data Processor's premises.

9. Record of processing activities

The Data Processor, where the cases referred to in Article 30 of the Regulation apply, must keep a record pursuant to Article 30.2 of the Regulation of all categories of processing activities carried out on behalf of a data controller, containing:

- i. the name and contact details of the Data Processor(s) and, where applicable, the Data Protection Officer;
- ii. the categories of processing operations carried out on behalf of the Controller;
- iii. where applicable, transfers of personal data to a third country or international organisation, including identification of the third country or international organisation and, for transfers referred to in the second paragraph of Article 49 of the Regulation, documentation of the appropriate safeguards;
- iv. where possible, a general description of the technical and organisational security measures referred to in Article 32(1) of the Regulation.

Gratuity

It is understood that this appointment does not entail any right of the Data Processor to any specific remuneration and/or indemnity and/or reimbursement arising from this appointment.

This appointment is expressly intended to revoke and replace any other appointment for the same data processing activity.

ONE-SIDED CLAUSES:

Pursuant to Articles 1341 and 1342 of the Civil Code the Customer declares that he/she has clearly and fully read the General Conditions (Mod. NAM SW010) and that I specifically and expressly know and accept the content of the clauses contained in the following articles: 3 (SUBJECT MATTER); 4 (CUSTOMER'S OBLIGATIONS); 5 (WARRANTIES); 6 (MAINTENANCE, UPDATE AND SUPPORT SERVICE); 7 (INTELLECTUAL PROPERTY); 8 (THIRD PARTY SERVICES); 9 (SUPPLIER'S LIABILITY); 10 (DURATION AND TERMINATION); 11 (CONFIDENTIALITY); 12 (CORRESPONDENCES); 15 (EXPRESS TERMINATION CLAUSE); 16 (COURT OF JURISDICTION AND APPLICABLE LAW); 17 (GENERAL PROVISIONS); of the clauses contained in Articles A (USE); B (SUPPORT GUARANTEE); D (TERMINATION OF ELABORATOR - CUSTOMER'S OBLIGATIONS); E (SOFTWARE REQUIREMENTS) set forth in Section I; and in Articles A (USE) and B (CONTENT) set forth in Section II as well as the clauses contained in the appendix Product Specifications "Building in Cloud" referred to in articles C (Applicability of the Agreement to Users and Responsibilities of the Customer), E (Content published by the Customer and/or Users) and F (Consequences of the termination of the Agreement).