

LICENCE AGREEMENT OF THE MAILUP PLATFORM

MailUp S.p.A., with registered office in Milan (MI), Tax Code and VAT 09480090159, in the person of its Legal Representative *pro tempore* (hereinafter “MailUp”) and the client, identified with the data provided by filling out the appropriate data sheet, in the person of its Legal Representative *pro tempore* or an attorney authorized to enter into this agreement in the name and on behalf of the client (hereinafter the “Client”), (MailUp and the Client, jointly, the “Parties” and individually each the “Party”), enter into this non-exclusive license agreement (the “Agreement”)

WHEREAS

- I. MailUp is a company specialized in the digital marketing and digital communications sector;
- II. MailUp has developed and designed an on-line digital platform accessible through the Internet using the modality “Software As A Service” (the “MailUp® Platform”) which enables the user to directly manage, in its own, marketing campaigns and on-line communications in general using different messaging channels (E-mail, sms);
- III. The Client states to know and have carefully checked the functions of the MailUp Platform and to consider them suitable for their needs;
- IV. The MailUp® Platform is a tool reserved to professional users and the Client undertakes to use it exclusively in connection with its professional business and for purposes related to it.

In consideration of the foregoing recitals, the Parties agree and stipulate the following License Agreement for the Non-Exclusive Use of the MailUp® Platform. The recitals and schedules (external links) to the Agreement, and in particular the Terms of Use, constitute an integral and substantive part hereof.

Section 1. Definitions.

1.1 - Definitions of the Agreement. The terms and expressions listed below, when used with a capital letter, shall be understood with the meaning attributed to them in this paragraph:

“Code of Conduct” means the code that can be viewed at

<https://helpmailup.atlassian.net/wiki/spaces/MM/pages/37320002/Mittente+verified+SMS+alias#Premise>;

“Order Form” or “Order”: shall mean the document signed and sent by the Client to MailUp, containing the specifications of the service requested by the Client, which shall be valid as an irrevocable contractual proposal for a period of 20 calendar days from receipt, the latter term within which MailUp reserves the right to enter into the Agreement by written notice of acceptance to the Client, subject to the provisions of Article 4.1;

“Agreement” shall mean this document (including the Order Form and/or any applicable Additional Conditions);

“TeamSystem Group”: shall mean TeamSystem S.p.A. (with fiscal code and VAT no. 01035310414) and all companies directly or indirectly controlled by, or connected to, TeamSystem pursuant to Article 2359 of the Italian Civil Code.

“Database”: shall mean the master data of the recipients of communications; “Date of Acceptance”: shall mean the date on which MailUp, at its discretion, agrees to perform the services requested by the Client with the Order Form, as better indicated in Article 4.1;

“Activation Date”: shall mean the date on which MailUp activates the MailUp® Platform Service to the Client, in accordance with the provisions of Article 4.1, and from which the duration of the same shall commence;

“Expiration date”: means the expiration date of the Agreement, also referring to the date after the first one as a result of renewing the MailUp® Platform, shown in the customer area, namely the section of MailUp® Platform where the Client can access the details of the purchased service;

“Personal Data”: means the personal information to be understood as any information concerning an identified or identifiable natural person of which processing the Client is the Data Controller, and which is processed by MailUp in performance of the Agreement. More specifically, the data being processed are email addresses, phone numbers, IP addresses, Databases and data generated using the MailUp Platform and transmitted communications;

“AGCOM Resolutions”: shall mean Resolutions No. 42/13/CIR and No. 12/23/CIR, as amended and supplemented, as well as new resolutions/measures relating to aliases, in force from time to time, of the Italian Communications Authority, which can be viewed at <https://www.agcom.it/atti-e-provvedimenti>;

“Privacy Policy”: it is to be understood as the policy viewable at <http://www.mailup.it/informativa-privacy/mailup-spa/>;

“MailUp® API”: means the function, tools and applications for integration with external software programs as established in the documentation viewable at the address: <http://api.mailup.com>;

“Antispam policy”: means the policy viewable at the address: <http://www.mailup.it/informativa-privacy/antispam-policy>;

“Intellectual property” means any intellectual and/or industrial property right, whether registered or unregistered, in whole or in part, anywhere in the world, such as, but not limited to, trademarks, patents, utility models, designs, domain names, know-how, copyrighted works, databases and software (including, but not limited to, its derivations, source code, object code and interfaces).

“Privacy Regulation or GDPR”: shall mean the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;

“Credit SMS Table”: means the Table viewable at the address <http://sms.emailsp.com/>;

“Terms of Use”: means the terms of use viewable at the address: <http://www.mailup.it/termini-d-uso/>;

“Trial”: means the free trial pre-contractual period established by MailUp and during which the Client may verify the functioning of the MailUp® Platform and withdraw at any time, without any commitment and cost.

1.2 - Other definitions. Moreover, for the purpose of this Agreement, please refer to the definitions contained in Article 4 of the Privacy Regulation.

Section 2: Conditions of use of the platform

2.1 License to use the Platform. MailUp, in accordance with the terms and conditions hereof, undertakes to provide to the Client a limited, non-exclusive license, for the use of the MailUp® Platform, which directly allows the Client to start communications via e-mail or through other messaging channels and to use the analysis functions related to it, through an SAAS (Software – AS – A – Service) application made available on the Internet. The Client is aware and expressly accepts that the MailUp® Platform is a tool reserved to professional users, and therefore this Agreement is not subject to the legal framework applicable to agreements with consumers. Except in cases of renewal or extension of the Agreement, MailUp will provide the Client with a Trial period, during which the Client can test the functionality of the MailUp® Platform. During the Trial Period, the Client may withdraw from the Agreement at any time, without any charge or cost. In using the MailUp® Platform, the Client agrees to abide by the Terms of Use defined by MailUp and to perform the Agreement in compliance with the provisions of the laws, regulations, provisions of competent authorities or codes of self-discipline in force in the countries of origin and destination of the messages or in the process of implementation, with which MailUp intends to comply. It is agreed that the processing of the data related to the use of the MailUp® Platform will take place in any case in compliance with the applicable provisions of law, it being agreed that the Client takes on the role of Data Controller or depending on the circumstances of Data Processor and MailUp, availing itself for such purpose of its organizational structure, takes on the role of Personal Data Processor or depending on the circumstances of Sub-Data Processor, as better specified in point 2.3 below. Due to the nature and functioning of the MailUp® Platform, the Parties acknowledge that pursuant to and subject to the limits provided under this Agreement, it will be the Client who directly and autonomously manages the IT tools made available by MailUp and it will be the Client, under its own exclusive responsibility, to prepare the messages sent through the MailUp® Platform and to manage, as Data Controller or depending on the circumstances of Data Processor, the data of the recipients of the messages.

2.2 – The Client’s access to the platform. The Client will have access to the MailUp® Platform through authorization and authentication credentials issued to the Client, and kept and used by the latter under its own exclusive responsibility. Access to the Console and use of the MailUp® Platform must be in compliance with the provisions set forth in this Agreement and in the Terms of Use. In particular, the Client undertakes to keep with the maximum level of confidentiality the alphanumeric codes of access (called “username” and “password”) referred to above and therefore is responsible for the safekeeping of the same and their lack and/or loss of confidentiality: the Client will therefore be the sole party liable for any damages caused by the use of logins and passwords of any account connected to its MailUp® Platform by unauthorized third parties. The Client in any case undertakes to immediately notify MailUp of any theft, loss or appropriation in any manner by unauthorized third parties of the access credentials. For greater security of the Client’s account, MailUp recommends that the Client activates the two-factor authentication method made available to it via the appropriate menu in the MailUp® Platform. It is therefore understood that MailUp will not be liable for any damages

or losses incurred or suffered by the Client or third parties, if the damages would have been avoided using the aforementioned two-factor authentication method recommended by MailUp.

2.3 – Ownership of Personal Data and appointment of the Personal Data Processor. The Personal Data shall remain the Client's exclusive property and MailUp undertakes not to use such data other than for the purposes contemplated hereby. In particular, by entering into this Agreement and in accordance with article 28 of the Data Protection Regulation, having considered MailUp as a suitable and reliable individual, the Client hereby appoints MailUp as the Data Processor or depending on the circumstances as Sub-Data Processor.

For the purposes of this Agreement, the categories of Personal Data to be processed are determined exclusively by the Client as the sole party responsible for the use of the Platform and the maintenance of the Database. It is understood that it is the sole responsibility of the Client to make its own security copies of the Database and the Personal Data uploaded to the MailUp Platform, in addition to the services offered by MailUp, in order to avoid the loss, in whole or in part, of the same, and that MailUp shall therefore not be liable for any damage or loss caused to the Client or third parties if such damage or loss would have been avoided by taking the aforementioned measures recommended by MailUp. It is the sole responsibility of the Client to assess in advance whether the security measures implemented by MailUp are suitable for the processing of such data. In the event that the Client deems it necessary to adopt and/or implement specific security measures for the processing of such data, the Client will promptly inform MailUp. In this case, MailUp will evaluate the Client's request and draft an appropriate estimate to that effect. In this regard, the Client is aware and agrees that: (i) MailUp processes special categories of Personal Data, as defined by Article 9 of the GDPR, whenever this is necessary in order to perform the obligations undertaken in the Agreement; (ii) the processing of special data by MailUp may entail additional costs for the infrastructure of MailUp, which may be subject to separate quotation;

(iii) MailUp can never be held liable for any damage or loss suffered by the Client as a result of uploading particular data to the Platform without prior agreement.

By entering into this Agreement and effective as of the date hereof, MailUp hereby accepts such appointment and confirms to have the in-depth knowledge of any related obligations, representing to hold the ability, expertise and skills as required to take on such role.

More specifically, MailUp undertakes to process Personal Data in accordance with the instructions and provisions set out in the deed of appointment attached as Annex A to this Agreement.

2.4 – Requirements for sending communications through the MailUp® Platform. The Client expressly states to be aware that the essential requirement to use the MailUp® Platform for sending messages in an automated fashion is the existence of a suitable legal basis for processing that permits the receipt of the messages by the recipients in accordance with the data protection law in force from time to time. MailUp may at any time, in case of breach of the terms under the present Clause (e.g. through a report addressed to the MailUp abuse desk or when certain control thresholds on specific indicators, such as “rate of spam reports (feedback loop)” and “hard bounce rate” are exceeded), suspend the use of the MailUp® Platform by the Client; in this case the Client undertakes to provide MailUp with relevant explanations and anything deemed appropriate by MailUp to verify the sending of messages in accordance with the data protection laws in force from time to time. The existence of an appropriate legal basis for the processing of personal data concerns both the recipients of the messages sent via e-mail and the recipients of sms messages. The Client expressly agrees to implement appropriate security measures that the lists uploaded to the MailUp® Platform, also managed through an API, do not contain unauthorized registrations. For example, the insertion of a CAPTCHA (Completely Automated Public Turing test to tell Computers and Humans Apart) confirmation system, to check that the user is not a computer, is considered an adequate safety measure. Where the Client fails to adopt suitable and adequate security measures for this purpose, MailUp may, at its sole discretion, disable the API on the registration form on the Client's MailUp® Platform, until the risk of further non-conforming registration is eliminated. The adoption of suitable and adequate security measures by the Client constitutes an essential obligation on the part of the Client. In the event of failure to fulfil, even just once, this essential obligation, MailUp reserves the right to reduce the mailing speed until the risk of further violations has been excluded, or to terminate the Agreement in accordance with art. 8.7 below.

The Client declares that it is aware that MailUp specifically prohibits:

i - the use and/or purchase and/or the lease of mailing lists from external suppliers, even in the event that consent has been gathered by third parties, and it is also prohibited to send to recipients compiled from public lists, public registers or lists published on the internet;

ii - the use of mailing lists gathered through co-registration and/or data-sharing activities (such as, merely by way of example and without any limitation, “passive co-registration”, “list broking”, “list rental”, “affiliate email marketing”) and any other similar situation in which the Client does not gather the consent directly and/or the consent gathered does not refer to specific data processing;

iii - the use of applications/functions such as SMTP+, SMTP Relay, Fast Email, Instant SMTP, Webservice/API to send massive messages with commercial/marketing/promotional contents provided by third parties or DEM, EDM, direct emailing, direct email marketing;

iv - the sending of material that falls into one of the following categories: (a) obscene and/or child pornography; (b) offensive material or material with purposes contrary to morality; (c) material with purposes contrary to public order; (d) material that infringes the rights of third parties; (e) material protected by copyright (e.g., books and/or publications or parts thereof or anything else); (f) illegally possessed material (e.g., pirated software, unauthorised copies, etc.); (g) information or databases that contravene current pirated software, unauthorised copies, etc.); (g) information or databases in conflict with current legislation in the country of reception and/or origin of the messages or in any case in conflict with Italian legislation; (h) material that incites violence or hatred; (i) material that sells and promotes services or goods that are illegal in the country of reception and/or origin of the messages or in any case in conflict with Italian law; (j) material introducing viruses, trojans or other harmful and illegal software; (k) messages referring to: services or products such as escort and dating services; pornography or other sexually explicit content; pharmaceutical products; work from home, online earning opportunities and lead generation; online trading, day trading tips, or stock market related content; gambling services or products; multi-level marketing affiliate marketing; credit repair and debt settlement opportunities; mortgages and loans; dietary, herbal and vitamin supplements; erotic items or references to erotic games; (l) material that is otherwise deemed to violate applicable law and/or offend public order and/or morality, in MailUp's sole discretion.

In all such cases, MailUp reserves the right to reduce the mailing speed until the risk of further violations has been excluded, or to immediately and definitively block access to and use of the MailUp® Platform and/or to declare the automatic termination of the Agreement by law due to breach in accordance with art. 8.7 of this Agreement.

Furthermore, the Client expressly undertakes to use the MailUp® platform in compliance with current legislation with particular reference to the Guideline on Promotional Activities and Countering Spam

- 4 July 2013 (Published in the Official Gazette No. 174 of 26 July 2013 - Register of Measures No. 330 of 4 July 2013) and to the Provision on consent to the processing of personal data for the purposes of “direct marketing” through traditional and automated contact tools - 15 May 2013 (Published in the Official Gazette No. 174 of 26 July 2013 - Register of Measures No. 242 of 15 May 2013) both issued by the Data Protection Authority. The Client undertakes to comply with the provisions set forth on the prohibition on mailing of communications that are unsolicited and unwanted by the recipients (otherwise referred to as the mailing of “spam” and to engage in “spamming”) in point “VI Spam and limitations” of the Terms of Use and Antispam Policy.

In the event that the Client were responsible/liable for the use of the service for unlawful purposes and/or for the mailing of unsolicited or unauthorized advertising (“spamming”) as described above, causing damage to the reputation of MailUp and/or to the operations of its service, such as the registration of one or more mailing or second level domain IPs linked to the service on a Relay Block List or international Blacklist (including but not limited to such blacklists as URIBL, SURBL, SORBS, SPAMCOP, SPAMHAUS, and others), or a blacklisting or relay block listing with any Internet Service Provider (including but not limited to such ISPs as Google, Microsoft, Yahoo!, AOL, Godaddy, Register, Aruba, Fastweb, Alice and others), the Client shall be considered the sole and exclusive party responsible and liable for the breaches committed, and shall indemnify and hold harmless MailUp from and against any liability whatsoever in such regard, and MailUp reserves the right to take action in the advisable forums to obtain compensation for damages, whether suffered by MailUp itself or third parties, caused by such conduct.

MailUp, at any time, even in advance and starting in the free trial period, will be entitled to suspend the mailings through the MailUp® Platform and ask the Client to provide documentation proving compliance with the provisions of this Clause 2.4. The Client will have 10 (ten) calendar days of starting from the receipt of the communication sent by the abuse prevention service/office, in order to provide what is requested above. In the event that the Client refuses to provide the documentation requested pursuant to the above terms, or such documentation is missing, inadequate or incomplete, for any reason whatsoever, MailUp reserves the absolute right to reduce the mailing speed until the risk of further violations has been excluded, or to definitively block access to the MailUp Platform® and to declare the automatic termination by law of the Agreement due to breach in accordance with art. 8.7 below. In such case, MailUp will have no liability whatsoever, and will not be under any obligation to pay any indemnity and/or compensation for the service not used; MailUp, in such case, will be entitled to charge to the Client the

greater amount between EUR 1,000.00 (one thousand/00 Euro) and 10% of the fee due for the entire Agreement, without prejudice to the right to compensation for any greater damages of any nature whatsoever, directly or indirectly caused as a result of the use of addresses lacking the requisites provided under the applicable legal framework in force and this Agreement.

The Client undertakes to include in each message of a promotional, commercial nature and / or for which the legal basis used is the consent, sent through the MailUp® Platform a functioning link that enables the recipient to have access to all information necessary to freely unsubscribe and therefore not receive any further emails. The above-mentioned link for cancellation must be clear, recognizable and legible. The cancellation must be automatic, take place through a maximum of two clicks and not require the insertion of a password or the mailing of an email. Any requests to unsubscribe must be processed by the Client within 3 (three) days after the request. MailUp reserves the right to verify the actual compliance with this deadline by which the Client must cancel the requesting party from the mailing lists loaded onto the database of the MailUp® Platform.

The Client further declares that it is aware of and accepts that the gathering of consent from the recipients of the messages or the identification of an appropriate legal basis for the processing is a duty that rests exclusively with the Client. Similarly, it is the sole responsibility of the Client to inform recipients that they may use media provided by third parties, such as the MailUp® Platform. Moreover, the Client is solely responsible for informing recipients, prior to using the MailUp® Platform, that – with regard to email communications – statistical tracing systems may be used which allow for the detection of the opening of a message and click made on links (hypertext links contained in the email), identifying them by quantities and dates in accordance with the specific techniques indicated of the MailUp® Platform. MailUp is therefore released and will be fully indemnified and held harmless by the Client from and against any liability deriving from the methods used by the Client to enter the data in the databases made available to the latter for the use of the MailUp® Platform, as well as the methods of gathering consent for the use of such instruments. In order to ensure high quality in the mailing of messages and to offer to the Client all instruments that may be useful to prevent the mailing of unwanted messages, MailUp will automatically exclude from mailing lists entered onto the MailUp® Platform email addresses which are inexistent and/or wrong, recipients who have expressed their desire not to receive communications from the Client and other recipients to whom any contacts for commercial purposes do not appear to comply with the spam prevention criteria and are potentially harmful to its commercial image, also taking into account best practices recognized by operators in the sector.

The Client represents to aware that all correspondence between the Client and MailUp, including its collaborators, may be registered and stored/filed. In this regard, the Client authorizes MailUp to: a) forward to anti-spam operators or ISPs any communication or correspondence between the Client and the Abuse Desk service, identifiable through the email abuse@mailup.com or abuse@pec.mailup.it, only following an explicit request by these subjects; b) to disclose to the Client's recipients – should they request it following a report to the Abuse Desk service – the Client's identification information. In this respect, by signing of this Agreement, the Client shall fully release MailUp.

2.5 – Information on the sender. The Client undertakes to include, in the text of every email sent, in a clearly visible manner, a section entitled “about us”. Such section must contain the following information:

- a) name (last name and first name) and residential address of the sender if an individual; in the case of companies, entities or associations, in addition to the name (for example the company name) and address of the registered office, also the legal form, an indication of the relevant register, companies register or other equivalent commercial/association register/guild with the relevant registration number;
- b) contact information consisting of at least a valid telephone number or an electronic contact form, as well as an e-mail address, and
- c) if available, the identification number must be provided for purposes of VAT, the VAT code for EU purposes, VAT identification number or other equivalent tax identification number.

Client acknowledges that MailUp expressly prohibits the use of temporary, or “disposable”, e-mail accounts, or other anonymization systems that do not permit the sender to be identified. Client therefore agrees to only use e-mail accounts that clearly permit identification. Client also acknowledges that in the event of a breach of this provision, MailUp reserves the unquestionable right to suspend the service and terminate this Agreement pursuant to Article 8.7.

2.6 – Additional functions and Application programming interface. The MailUp® Platform provides the Client with features, tools and applications for integration with external software (“API” or “interoperability functions”) as set out in the “MailUp® API” <https://helpmailup.atlassian.net/wiki/spaces/mailupapi/pages/36342419/Introducing+the+MailUp+API>. For this purpose, MailUp can also make use of APIs developed by third parties. Through the API, the Client has the possibility of creating personalized integrations between the MailUp® Platform and third party applications in order to facilitate automatic data updating functions. The Client is the only party responsible for the use of the API and undertakes to use them with adequate tools and in accordance with the provisions of this Agreement. The use through the MailUp® Platform of functions made available by third parties may be subject to acceptance of contractual conditions imposed by such third parties. In the event that the API is provided by a third party and such third party suspends or discontinues the provision of such interoperability functions, MailUp may consequently suspend or discontinue the Client's access to the interoperability functions, without prior notification and without incurring any costs, charges or expenses, simply by providing a service notice to the Client.

2.7 – Procedure for cancelling the Client’s data. Upon the expiry of 10 (ten) days from the Expiration date or termination of the Agreement for any reason, MailUp will be entitled to cancel the data filed/stored on behalf of the Client in the MailUp® Platform, as well as any remaining receivables as specified in article 7.1. Such data may be viewed and downloaded freely by the Client by the above deadline by using the normal functions of the MailUp® Platform. In the event of block on access to the MailUp® Platform (e.g., due to administrative irregularities, see Article 4.3) the Client may gain access solely after removing the cause that gave rise to the block. Without prejudice to such right of cancellation, longer preservation timeframes may be imposed on account of requirements other than those indicated herein, and in particular in the event of investigations by the Judicial Police or Entities in charge of conducting controls. - **Customer care.** On a merely ancillary basis and in connection with the use of the MailUp® Platform, MailUp undertakes to provide to the Client technical assistance in the event of communications sent by the latter in connection with the proper functioning of the MailUp® Platform, in accordance with the provisions of 5 Warranty on the minimum functioning level.

Section 3. Ownership and Trademarks; Third party licensees.

3.1 – Ownership of the Platform MailUp®. MailUp is the sole and exclusive owner of all rights and interests related to the MailUp® Platform and any Intellectual Property related to the same, including developments that may derive from the same. MailUp® is a registered trademark. The website, the MailUp® Platform and the information contained therein, with the sole exception of what is mentioned in article 2.3, are owned by MailUp.

The Client undertakes, also in accordance with art. 1381 of the Italian Civil Code, for each user, to use the MailUp® Platform within the strict limits of the license set out in this Agreement and in compliance with the Intellectual Property rights of MailUp. Therefore, by way of example and without prejudice to the mandatory limits of the law, the Client may not: (a) circumvent the technical limitations and technological protection measures present in the MailUp® Platform, including the authentication system; (b) reverse engineer, decompile or disassemble the MailUp® Platform; (c) reproduce, modify, adapt, customize the MailUp® Platform and related developments, or create derivative works thereof; (d) make or cause to be made copies of the MailUp® Platform; (e) publish or cause to be published the MailUp® Platform; (f) market the MailUp® Platform in any way. All rights to the trademarks, logos, names, domain names and other distinctive signs in any way associated with the MailUp Platform and the services provided® also remain with MailUp or third parties, with the consequence that the Client may not use them in any way without the prior written permission of MailUp (and/or the third party owner).

3.2 – Wording and logo “Powered by MailUp®”. Depending on the paid plan chosen, the Client acknowledges and accepts the fact that MailUp may insert in every message sent by the Client wording and/or a logo concerning the MailUp® Platform, containing a link to one of the MailUp® sites.

3.3 - No sublicensing. It is expressly forbidden for the Client, except in the case of sub-licensing authorized by MailUp through the Order Form, to resell and / or otherwise assign and / or grant in any capacity to third parties access to, and use of, the MailUp Platform ®.

3.4 Use under sub-license. Notwithstanding the provisions of paragraph 3.3. above, MailUp may grant to the Client, by means of an Order Form, the option to sublicense the use of the MailUp Platform ®: (i) to its customers, where the Client is a reseller of MailUp products under a valid and effective reseller agreement with MailUp; (ii) or to companies controlled (directly or indirectly) by, or related to, the Client. In such cases, the Client shall be held solely responsible for compliance with the provisions and obligations of this Agreement, there being, for such sub-licensees, no direct relationship with MailUp, and the Client undertakes to ensure that each sub-licensee has access to this Agreement. The Terms of Use of the MailUp® Platform shall in any case be accepted for acknowledgement by all users, including sub-licensees, and may be modified unilaterally by MailUp.

The appointment of MailUp as External Data Processor, as referred to in Article 2.3, by the Client also extends to the processing that will be carried out in connection

with the contractual agreements in place with its sub-licensee customers, in respect of which it is the responsibility of the sub-licensee customers themselves to appoint the resellers as External Data Processors or to identify suitable organisational methods to ensure the security of the processed data. The Client undertakes in any case to indemnify and hold harmless MailUp from and against any prejudice that the latter may suffer as the result of conduct, infringements or breaches by the sub-licensees, since the MailUp Platforms activated from the resellers' panel fall under the provisions of this Agreement.

Section 4. Economic terms and term of the agreement.

4.1 - Execution of the Agreement, Activation, Duration, Effectiveness, Automatic Renewal and Termination of the Agreement. The Order Form is valid for 20 calendar days from the date of receipt, within which time MailUp reserves the right to enter into the Agreement by written notice of acceptance to the Client or by starting to perform the services requested by the Client with the Order Form. MailUp, after acceptance, shall inform the Client of the Activation Date of the Service, which, depending on the case, will take place: (i) at the same time of acceptance of the Order Form, in the case of non-order payment terms, (ii) upon receipt by MailUp of the payment of the Fee due by the Client, in the case of payment terms on order and subject to the specific provisions in this regard in art. 4.2 below. The Agreement shall be effective as of the Date of Acceptance and shall be for a fixed term in accordance with the minimum term and the relevant usage fee chosen by the Client and set out in the Order Form (including but not limited to 12, 24, 36 months). The term starts to run on the Activation Date or renewal of the MailUp® Platform.

On the Expiration Date, the Agreement is automatically renewed for an equal duration (e.g., 12, 24, 36 months, etc.) in the absence of termination. Either Party may terminate the renewal of the Agreement up to the Expiration Date of the Agreement. The Client may exercise the right to cancel by sending a notice to MailUp by registered letter with advice of receipt, Certified Electronic Mail (PEC) message to the address contratti@pec.mailup.it - valid only if the sender also uses a certified mailbox), or using the special feature made available in the private area; MailUp can exercise the cancellation by sending a notice to the customer by registered letter, fax message, message Certified E-Mail (PEC at contratti@pec.mailup.it - valid only if the sender also uses a certified mailbox), or email to the address indicated in the Client's personal data for the receipt of administrative communications. In the event of termination communicated after the Expiration Date, the termination shall have no effect; therefore, the Agreement shall be automatically renewed and the Client shall pay the Fees due in full for the entire duration of the renewed Agreement, even in the event of non-use of the MailUp® Platform. It is understood that termination has the sole effect of preventing renewal of the Agreement on the Expiration Date. Therefore, should the Client wish to terminate before the Expiration Date of the Agreement, the Client shall still be liable to pay the Fees up to the Expiration Date of the Agreement. During the Trial, the Client may freely exercise its right to withdraw from the MailUp® Platform Agreement freely, without any costs and at any time. MailUp reserves the right not to commence the planned mailing from the Client of communications and/or marketing campaigns through the MailUp® Platform, newsletters or other messaging channels, in the event that such mailing, while starting during the term of the Agreement, continues beyond its expiry.

The termination of specific options/services (such as "additional administrator") must be communicated in the same manner as indicated above (registered letter with advice of receipt or Certified Electronic Mail message or by means of the special function available in the reserved area), within the deadline relating to the specific options/services.

Any Order Form relating to the provision by MailUp of ancillary services to the MailUp Platform® for the use of which the Client is required to pay a *one-off* non-periodic fee (such as, for example, training services and graphic design services) shall cease to produce their effects upon the occurrence of the first of the following events (i) expiration of the term indicated in the relevant Order Form or (ii) termination of the effects of the Agreement for any reason whatsoever, including expiration of the Agreement, withdrawal and termination. If the Client does not use these ancillary services within the term indicated above, it will still be required to pay the entire Fee and will not be entitled to any refund.

4.2 Withdrawal

4.2.1. MailUp reserves the right to terminate this Agreement, in whole or in part, at any time, by registered letter with return receipt and/or PEC to be sent to the Client with at least 3 (three) months' notice.

4.2.2. In the event that MailUp exercises its right of withdrawal for reasons other than those referred to in paragraph 4.2.3 below, the Client shall be entitled to a refund of the fee for the period of non-use of the MailUp® Platform, the ancillary and instrumental services provided under this Agreement and/or any additional options/services of the MailUp® Platform, if it has already been paid.

4.2.3. MailUp also reserves the right to terminate the Agreement, in whole or in part, by simple written notice with immediate effect, in the event of breach of any of the obligations undertaken by the Client in any of the possible further agreements entered into between the same Client and MailUp (or any of the companies of the TeamSystem Group), the breach of which constitutes grounds for termination of such further agreements.

4.3 – Fee, invoicing and payments.

4.3.1 For the provision and use of the MailUp® Platform, as well as for the provision and performance of ancillary and instrumental services provided by this Agreement and for the use of any additional options/services offered by the MailUp® Platform, the Client agrees to pay a periodic fee and / or a one-off fee at the times and in the manner indicated in the Order Form or in the "ONLINE" order, if the purchase is made remotely via an E-commerce website, except for the use of the possible Trial period (the "Fees"). ONLINE" order if the purchase is made remotely via an E-commerce website, except for the use of the possible Trial period (the "Fees"). All Fees shall be net of VAT and any other statutory charges. In the event of payment in a currency other than Euro (€), the Fee invoiced to the Client will be calculated based on the official exchange rate on the day before the date of issuance of each invoice. The foregoing is subject to the provisions of arts. 7.1 and 7.3 below. The payment may be made by wire transfer, PayPal or credit card, subject to successful payment. If the Client is required to pay the Fee for the order and fails to do so within 5 calendar days from the Date of Acceptance, MailUp will send the Client a reminder to pay with a reminder to comply within 15 (fifteen) days. In case of persistent breach, upon expiration of the aforementioned term MailUp may, at its sole discretion and at any time, terminate the Agreement pursuant to Article 8.7, without prejudice to MailUp's right to demand payment of the entire Fee due under the Agreement. On the other hand, if the Client does not pay the Fee within the terms indicated in the Order Form, MailUp may, at its sole discretion and at any time, disable the sending function, subject to notice in the MailUp® Platform, of all the MailUp® platforms registered to the Client. If the Client still has failed to pay the agreed sum upon the expiry of 10 (ten) calendar days, MailUp will be authorized to block the Client's access to the MailUp® Platform and/or to declare this agreement terminated in accordance with art. 8.7 below and subsequently eliminate all data present on the same, without prejudice to MailUp's right to demand, in any case, payment of the entire Fee under this Agreement. Payment of all of the sums due to MailUp under this Agreement may not be delayed or suspended for any reason whatsoever, even in presence of pending complains/claims, it being agreed - under an exemption from art. 1460 of the Italian Civil Code – that the Client may enforce any rights solely through separate proceedings and only after the full fulfilment of its obligation to pay the fee. In the event of payment via credit card or PayPal, a recurring payment method will be activated which will entail, on the date of renewal, an automatic pre-authorized charge of the amount of the fee for the use of the MailUp® Platform and the options already activated for a period of the same duration, subject to cancellation which may be effected by the Client by an express notice in accordance with the procedures and timeframes provided under point 4.1. If upon the automatic renewal of the Agreement the pre-authorized charge were unsuccessful for any reason (merely by way of example and without any limitation: expired credit card or inexistence of the necessary funds), this will give rise to an immediate block on the mailing functions and the simultaneous notification of failure to pay on the MailUp® Platform and to the Client's Administrative Contacts selected for the receipt of administrative information. Upon the expiry of an additional 10 (ten) calendar days without payment by the Client, MailUp may block the access on the MailUp® Platform and/or declare the automatic termination by law of the agreement in accordance with art. 8.7 of the Agreement and proceed with the subsequent cancellation of the Client's data, without prejudice to MailUp's right to the collection and/or final withholding of the Fees for the entire contractual term. The Parties agree that in the event of delay in the payment of the above-mentioned fee, default interest shall accrue pursuant to Legislative Decree No. 231 of 9 October 2002 as subsequently amended. For all activities requested by the Client to MailUp by way of derogation of this Agreement and to which MailUp – at its sole discretion – consents, the Client shall agree to pay MailUp the amount of EUR 100.00 (one hundred euro) to cover the administrative costs.

4.3.2 The Client acknowledges and expressly accepts that all Fees due under the Agreement are subject to annual updating to the extent of 100% of the upward trend variation of the ISTAT consumer price index NIC by product type.

4.3.3 The Client acknowledges that the MailUp® Platform, the related options, ancillary services and support services are, by their very nature, subject to constant technological and regulatory evolution that requires continuous and costly updating, development and, in some cases, replacement, necessary to ensure their

functionality. As a result of the foregoing, MailUp shall be entitled to change the Fees even beyond the ISTAT index in the manner set forth in Article 8.6.

The Client is aware and accepts that MailUp also reserves the right to change or discontinue individual services and / or functions of the MailUp Platform without any notice to the Client. Consequently, the Client agrees that MailUp does not provide any guarantee regarding the continuity of use and delivery of specific functions of the MailUp® Platform. In any case, MailUp will take any reasonable commercial efforts to inform the Client in advance of any changes that may result in a substantial reduction in the level and overall quality of the MailUp® Platform.

4.4– MailUp® Platform area. The Client's use of the Console area is strictly limited to the purposes related to the mailing of newsletters using the MailUp® Platform and the use of the same for mailing communications in other forms (sms and Social Networks) under this Agreement, and therefore the MailUp® Platform area is available solely for loading files related to such function. The Client expressly accepts such principle and therefore undertakes not to use it for different purposes or using different methods. The images and/or documents uploaded will be viewable solely from the messages sent or from the web version of such messages.. MailUp reserves the right to verify, at any time and even without advance notice, that the files saved in the MailUp® Platform area comply with the provisions of this clause. If such files were found to be not related to the mailing of communications through the MailUp Platform®, or their size exceeded the maximum limited permitted or fell under any of the categories listed in art 2.4, point iv, letters (a) through (k), MailUp may cancel the same without any obligation to notify the Client. Without prejudice to the provisions under Clause 4.3.3 above on the changes in the functionality of the MailUp® Platform, the traffic generated by a file uploaded and connected within a message may not, in any case, be greater than that provided in the Order Form. Once such limit is exceeded, MailUp may, in its absolute discretion, slow down or limit access to the file or eliminate the file from the MailUp® Platform without any obligation to notify the Client. For any further space and/or traffic restrictions, please refer to the Order Form.

Section 5. Warranty of minimum functioning level

5.1 – Availability of the MailUp® Platform. With this Agreement, MailUp undertakes to make available the MailUp® Platform with an availability up-time rate of 99%, 24 hours per day and 365 days per year for each year of the term of the Agreement. The Parties mutually acknowledge that, in any case, MailUp cannot be held responsible for the unavailability of the MailUp® Platform due to facts and circumstances attributable to the Client or to persons for whose conduct the Client is responsible, such as, merely by way of example and without any limitation, the availability of an appropriate internet network at the Client's premises, problems related to hardware, software, internal networks and the organizational structure of the Client. The definition of the guaranteed minimum functioning level excludes the ordinary maintenance activities notified to the Client with at least 2 (two) calendar days advance notice and extraordinary maintenance notified to the Client with advance notice which may even be less than 4 (four) hours. During holidays and from 00.00 (midnight) until 6:00 AM (GMT+1) and from 12.00 midnight until 6:00 am on business days, occasional interruptions in the service may be necessary due to program maintenance operations which will not be taken into consideration in the determination of the guaranteed minimum functioning level, and with respect to which MailUp shall have no liability whatsoever. If MailUp grants to the Client specific functioning of the MailUp Platform in alpha, beta or similar mode ("Beta"), the use thereof is permitted only for the trial purpose of the Client during the period designated, in MailUp's sole discretion, by MailUp. The use of Beta is optional and either Party may discontinue its use or provision at any time and for any reason. The Client is aware and accepts that the Beta may be incomplete, not properly functioning or include features that MailUp may, in its sole discretion, never release. It is understood that Beta and Third-Party Services are excluded from the definition of the minimum level of functionality guaranteed by MailUp under this Clause. MailUp grants to the Client a non-exclusive, revocable, non-sublicensable and non-transferable license to use the Beta for testing purposes only. MailUp does not provide any guarantee, indemnity or support for Beta and, except in cases of intent and gross negligence, any form of liability of MailUp is excluded. MailUp recommends that the Client use all due caution and not rely in any way on the proper functioning or performance of the Beta and / or any accompanying documentation.

5.2 – Customer care. As an instrument and accessory to ensure the correct use and full functionality of the MailUp® Platform, MailUp undertakes to provide technical assistance following reports on problems related to the proper functioning of the MailUp® Platform in accordance with the specifications detailed in the Order Form or in the order "ONLINE" if the purchase is completed remotely through the E-commerce site, or as may be specified at the following page web <http://help.mailup.com/display/MSD/Supporto+MailUp>.

It is understood that this clause shall not apply with respect to Third-Party Services.

5.3 – List of contacts authorized. Technical assistance, as well as any other administrative, compliance and/or privacy communication by e-mail will be provided by MailUp exclusively to the contacts (EMAIL addresses) previously entered by the Client in his personal data base of the MailUp® Platform. The Client will be solely responsible for keeping such list continuously up to date. MailUp shall not, under any circumstances, be considered liable for (i) failure and/or delayed technical assistance and/or (ii) non-receipt of specific communications due to incorrect and/or negligent completion by the Client of the list of contacts in its records.

Section 6. Representations, warranties, liabilities and limitations.

6.1 – Warranties.

6.1.1 – Client's warranties. The Client represents and warrants: (i) that all information provided by the Client to MailUp are complete, accurate and updated, including the data entered in the dedicated menu "Management", and, in particular, in the section Administrative Contacts, available within the MailUp® Platform; (ii) that it is entitled to authorize, and does authorize MailUp to exercise all rights necessary to thoroughly perform this Agreement. Nothing set forth in this article shall serve to limit or exclude liability of either of the Parties for wilful misconduct or gross negligence.

6.1.2 - MailUp warranties. MailUp represents and warrants that: (i) It has taken all necessary corporate action and has the full power and authority and all necessary rights to enter into and perform according to the terms of this Agreement and grant the license rights to the MailUp® Platform set forth herein; and the execution, delivery and performance of this Agreement, and the grant of rights to the Client hereunder, do not violate or conflict with the rights of any third party; (ii) the MailUp® Platform and the documentation are original to MailUp and neither the MailUp® Platform and its documentation, nor other services or actions under this Agreement infringe upon, or otherwise violate or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right(s) held by any third party.

6.2 – Responsibility/liability for information published. In consideration of the nature and characteristics of the MailUp® Platform and its functioning, the Client, also in its capacity as party liable for actions taken by its own employees, staff members or support collaborators under arts. 1228 and/or 2049 of the Italian Civil Code, undertakes to fully indemnify and hold harmless MailUp in the event that the latter were requested or required, either directly or jointly, either in out-of-court proceedings or in-court proceedings, to pay sums, for example, and without any limitation, as compensation for damages, indemnity, sanctions (administrative, tax or other penalties) in connection with the contents of the communications and the information that is sent or transmitted through the MailUp® Platform, the legitimacy of the same and the conduct engaged in by the Client, by its personnel, employees, collaborators or final customers, or, in any case, by any party for whose work the Client is liable by law or contract. Civil liability and criminal liability in connection with information published through the service offered by MailUp shall remain borne exclusively by the Client.

6.3 – Liability for the Client's breaches. The Client undertakes to indemnify and hold harmless MailUp from and against all damages, losses, liabilities, costs, charges and expenses, including any legal fees and expenses, that may be incurred or suffered by MailUp or for which the latter received a payment request, that would not have been incurred or suffered or requested if (i) the Client had fulfilled the obligations undertaken upon entering into this Agreement and (ii) the representations and warranties provided by the Client by entering into this Agreement had been truthful, accurate, complete and not misleading. The Client further undertakes to fully indemnify and hold harmless MailUp from and against all damages, losses, liabilities, costs, charges and expenses, including legal fees and expenses that may be incurred or suffered by MailUp or for which the latter received a payment request, in any case related to the mailing of information contained in the Client's messages, also in the event of damages claims raised by third parties for any reason whatsoever.

6.4 – Responsibility for using the platform. The Client acknowledges and recognizes that the use of the MailUp® Platform will take place in accordance with this Agreement, fully autonomously, and that consequently the Client will be exclusively and directly responsible for the same. MailUp and its employees and/or independent contractors accept no liability in connection with the use of the MailUp® Platform and for such purpose the Client irrevocably undertakes, expressly releasing third party beneficiaries from the duty to declare their desire to benefit from the same, to fully indemnify and hold harmless MailUp and its employees and independent contractors from and against any damages or prejudice, whether contractual or tortious, that may derive, directly or indirectly, from the methods of using the MailUp® Platform and the Client's performance of this Agreement. Such provisions remain valid and effective even after the cessation of the effects of this Agreement, regardless of the reason, including the expiry of term, termination or withdrawal.

6.5 – Breaches caused by external events. MailUp shall not be deemed in any way liable for the malfunctioning of the MailUp® Platform or the impossibility of or

difficulty in performing the ancillary services due to the fault of the operators of the telephone and electricity lines and worldwide and national networks and, merely by way of example but without any limitation, following breakdowns, overloads, interruptions, etc.

6.6 – Force majeure events. MailUp may not be deemed in any way liable in any way for any failure to perform or incorrect performance of this Agreement caused by factors falling outside its reasonable control or force majeure events or random chance such as, by way of example and without any limitation, uprisings, acts of terrorism and war, health emergencies and pandemics, strikes, riots, tornadoes, hurricanes, floods, mudslides and landslides.

6.7 – Interruptions due to exceptional events. MailUp undertakes to maintain the efficiency and functioning condition of the MailUp® Platform; if it were forced to interrupt its use on account of exceptional events or maintenance, it will keep such interruptions or suspensions to a minimum, providing timely updates on the MailUp® Platform to the Client. MailUp shall define the appropriate access procedures and reserves the right to improve them at any time; it will also provide to the Client, at the latter's request, all technical specifications in order to gain access to the MailUp® Platform and correctly use the same in accordance with the provisions of this Agreement.

6.8 – Breach due to third parties. MailUp will furthermore not be liable for conduct or omissions on the part of third parties that prejudice the functioning of the MailUp® Platform, including, merely by way of example and without limitation, slowdowns or malfunctioning of telephone lines and computers/systems/servers that manage the Client's internet traffic and the MailUp® Platform.

6.9 – Third-Party Services. MailUp may make available to the Client the activation on the MailUp® Platform of additional features developed and/or provided by third parties, including network operators, which may also be integrated into the MailUp® Platform, e.g., through special APIs (the “**Third-Party Services**”). The Third-Party Services may be activated by the Client through a specific manifestation of the Client's will and under the Client's sole responsibility, in some cases following the explicit acceptance of the terms of use of the third parties providing the Third-Party Services and to which such services are subject from time to time. Notwithstanding the provisions of this Agreement, MailUp may also provide additional terms and conditions for each of the Third-Party Services integrated into the MailUp® Platform, which form an integral and substantial part of this Agreement (the “**Additional Conditions**”). Unless otherwise provided in the Additional Conditions, if the Client chooses to use Third-Party Services, the following provisions shall apply: (i) the Third-Party Services are subject and subordinate to the terms, conditions and limitations imposed by the respective providers; (ii) in no event shall MailUp be liable for any failure or malfunction of the Third-Party Services; (iii) in the event that the providers of Third-Party Services modify, suspend or discontinue the provision of the Third-Party Services, MailUp may accordingly modify, suspend or discontinue the Client's access to such services, without prior notice and without incurring any costs, charges or expenses, simply by providing notice to the Client and (iv) in any event, as the Third-Party Services are provided through the intervention of third parties, and as they are not services essential to the operation of the MailUp® Platform, at any time the Third-Party Services may not be made available, temporarily or permanently, for use by the Client, without prior notice, simply by providing notice to the Customer. The Client hereby waives any and all claims against MailUp in connection with the inability to use these services and/or in connection with changes to these services.

This is without prejudice to MailUp's right, where possible and/or necessary, to replace Third-Party Service providers in order to provide access to or use of Third-Party Services on the MailUp® Platform. In this regard, the Client authorises MailUp to provide Third-Party Service providers with all information necessary to enable the use of alternative providers.

6.9a Additional Conditions.

- AI Assistant Service:

1. The Client acknowledges and accepts that the AI Assistant service, the features of which are indicated here <https://helpmailup.atlassian.net/wiki/spaces/MM/pages/95879235/Assistente+AI> is a service developed and provided by the third party provider OpenAI L.L.C and/or OpenAI Ireland Ltd, as applicable, (hereinafter “**OpenAI**”), integrated by MailUp within the MailUp® Platform, including through the use of special APIs, in order to add features within the MailUp® Platform, which are not developed by MailUp (the “**AI Assistant Service**”).
2. The Client acknowledges and accepts that the AI Assistant Service is subject to the terms, conditions and limitations of OpenAI, available at these links <https://openai.com/policies/terms-of-use> and <https://openai.com/policies/eu-terms-of-use> and to the [supplier's Usage Policy](#) and [Safety Best Practices, available here https://openai.com/safety-standards](#), in force from time to time, which the Client undertakes to review and comply with. Furthermore, the AI Assistant Service is also governed by the terms and conditions, including economic terms, set out in the Order Form.
3. The AI Assistant Service is designed for the sole purpose of providing an aid that can support the Client in the creation and editing of messages within the MailUp® Platform by generating texts on the basis of input provided by the Client (hereinafter referred to as the “**Results**”). The Client acknowledges and accepts that this is a highly innovative and still experimental service, the results of which may be erroneous, in whole or in part, or in any case not completely reliable, and must therefore always be verified by the Client before use. The Client is aware that the accuracy of the Results is merely probabilistic and that the AI Assistant Service is rendered on a trial basis and without any guarantee of result, therefore, the answers generated may not be original, nor be consistent or relevant to the Client's request.
4. The Client declares that he/she is aware that the use of the AI Assistant Service is at his/her sole discretion and under his/her sole responsibility. The Client is prohibited from entering its own or third parties' confidential information into the AI Assistant Service, and the Client represents and warrants that it is authorised to enter data and information and generally any kind of input into the AI Assistant Service and that such data and information and input do not violate applicable law and/or third party rights. The Client acknowledges and accepts that MailUp through the AI Assistant Service does not provide consultancy services of any kind and that therefore, the Customer, remains solely responsible for the data/information/input entered in the AI Assistant Service and for any incorrect delivery of the AI Assistant Service resulting from incorrectness falsity or incompleteness of the data/information/input entered, as well as in general of the use of the AI Assistant Service and the Results, of compliance with applicable law, and of any determination/measure taken in connection with, or as a result of, the use of the AI Assistant Service, MailUp assuming no liability whatsoever in respect thereof. Therefore, the Client agrees to release MailUp from any liability in relation to the provisions of this paragraph and to hold MailUp harmless from any and all prejudicial consequences, damages, burdens, costs and expenses (including legal fees), which may arise, even towards third parties, from the use of the AI Assistant Service and/or the Results and/or the violation of the Agreement and/or the terms and conditions of OpenAI from time to time applicable and/or applicable law.
5. MailUp is neither responsible for the provision nor the quality of the AI Assistant Service nor for the failure or improper functioning of the AI Assistant Service, which is provided through functionalities that are made available by OpenAI.
6. The Client acknowledges and accepts that in the event of adjustments made to the technical and/or functional structure of the AI Assistant Service, MailUp reserves the right to change any Fees due by the Client for the AI Assistant Service, in the manner set out in Article 8.6 of this Agreement.

6.10 – Mailing of messages. The messages are deemed sent when they are sent from the MailUp® Platform to the destination planned in the MailUp® Platform, including, by way of example and without any limitation: SMTP servers, mobile telecommunications networks or any server of intermediaries or API of third party suppliers of services. The Client acknowledges and accepts that the third party suppliers could interrupt the services provided to MailUp or to MailUp's suppliers without notice. In such case, the messages will not be delivered to destination, but this shall in no way be attributable to MailUp. The delivery receipt of messages is available but not guaranteed: when the services supplier or mobile telecommunications operator provides it, it is indicated in the MailUp® Platform. The Client acknowledges that the mailing of communications, due to the intrinsic technological characteristics of the same, should not be used in situations in which the failure to receive a message, whether completely and/or by a certain period of time, is capable of causing damages to the Client or to third parties; MailUp does not guarantee the delivery of communications or the constant usability of the MailUp® Platform and, in the vent of failed and/or delayed delivery or in the absence of a delivery receipt, it shall have no liability whatsoever, whether direct or indirect, towards the Client and/or third parties. MailUp also reserves the right to exclude from the mailing certain recipients or groups of recipients who could compromise the quality of the mailing either individually or in its entirety (For example, Spamtrap).

6.11 – Limitation of liability. Except in cases of wilful misconduct or gross negligence, MailUp's liability for breach under this Agreement may not, under any circumstances exceed an amount equal to 20% of the Fee paid by the Client to MailUp over the period from the date of the last renewal/expiry of the MailUp® Platform, or the Activation Date if no subsequent renewal/expiry took place until the date on which, during the term of the agreement, the damages first occurred,

calculating the relevant Fee for such period on a proportional basis out of the agreed periodic fee, up to a maximum of 12 months.

Section 7. Credits

7.1 – Procedures for mailing and receive SMS messages. Notwithstanding the payment of the Fees pursuant to article 4.3 above, and without prejudice to what may be indicated in the Order Form and/or under Clause 7.3 below, in order to send SMS messages, the Client must first purchase a “recharge” expressed in “credits”, in predefined and non-divisible quantities, or, in the case of receiving SMS messages, the Client shall pay its Fees in advance and/or what may be indicated in the Order Form. Once the credits purchased in advance have been used, it is not possible to carry out additional mailings for that specific type of messages except by purchasing an additional credits package. Unless otherwise specified in the Order Form, purchased credits may be used within 12 (twelve) months after purchase, regardless of any renewal of the Agreement and/or the purchase of new credit packages. After this deadline, in fact, (i) any remaining unused credits will be cancelled and the relevant amount will be withheld definitively by MailUp, without any reimbursement or restitution being due; simultaneously, (ii) all of the data registered within the MailUp® Platform that is not used for the mailing of emails, including (without limitations) telephone numbers, mailing statistics, messages and settings, including the keywords issued to the Client for the mailing of SMS to recipients in countries with specific regulatory restrictions (for example, the USA), will be cancelled without any possibility of restoration. It is understood that under no circumstances, including the expiration, termination or cancellation of the Agreement for any reason whatsoever, previously purchased credits can be refunded or transferred and that the deletion of the data on the MailUp® Platform will in any case result in the simultaneous deletion, according to the procedures set out in art. 2.7, of the remaining unused credits and all the data related to them, including the keywords mentioned above. In the event of a purchase of credits that is split into more than one delivery, as per the Order Form signed by the Parties, and the Client’s failure to meet the agreed purchase plan and/or a delay in the pre-established payments exceeding 30 (thirty) calendar days, MailUp reserves the right to invoice the total amount of the credits ordered and not yet purchased together in a single invoice and to charge as a penalty the difference between the unitary price per credit stated in the price list corresponding to the minimum credit package actually bought by the Client multiplied by the total number of credits ordered, less the total amount of credits ordered, without prejudice to the right of MailUp, in its sole discretion and at any time, to disable the sending function of all MailUp® Platforms in the name of the Client and, after 10 (ten) calendar days have elapsed without the Client having paid the amount due and invoiced, MailUp will be entitled to block the Client’s access to the MailUp® Platform and/or declare the automatic termination of the agreement pursuant to Clause 8.7 of this Agreement. MailUp shall from time to time charge to the Client a variable number of credits for each message sent, depending upon the country of destination. The Client acknowledges and accepts that the determination of the number of credits charged per message sent will be made taking into consideration, from time to time, the cost of sending the message and, in general, the costs related to the telephone and/or telematic service at the moment of the mailing. For purposes and on the assumption of the foregoing, MailUp publishes a periodically updated Credit SMS Table which sets forth the number of credits charged per country, providing notice in the Client’s MailUp® Platform of any change in such table. The Client undertakes to review such table prior to each mailing of SMS, regardless of whether a notice of changes has been sent to the MailUp® Platform, in any case hereby declares that it accepts the provisions of the same. The Client acknowledges and accepts that the values set forth in the above-mentioned table are determined by assuming, in each individual distribution list related to the Client, an allocation among the individual telephone operators that is reasonably in line with the market share held by each. If a single distribution list were to show an allocation among the single telephone operators that is not in line with their respective market shares, the amount of the credits charged for the SMS sent to the users present in such list may be proportionately increased to take into account the higher cost related to the telephone service. MailUp may charge to the Client, from time to time, a variable number of credits for each message received, depending upon the country of sending and/or destination. The Client acknowledges and accepts that the determination of the number of credits charged per message received will be made taking into consideration, from time to time, the cost of received the message and, in general, the costs related to the telephone and/or telematics service at the moment of the mailing applicable in each country. The Client declares that it is aware of the fact that the higher cost charged to MailUp in connection with the telephone service will be apparent only after the Client’s received of SMS. The Client therefore accepts that MailUp may charge to the Client the greater amount due only once the higher cost incurred becomes known.

7.2 - Provision of the corporate messaging service via aliases. MailUp has adopted a code of conduct for the provision of business messaging services containing alphanumeric codes (the “Code of Conduct”) and is a registered operator in the Register of Communication Operators (“ROC”). When sending text messages with an eleven-character alphanumeric text sender (“Aliases”), the Client undertakes to comply with the AGCOM Resolutions, the Code of Conduct, the ROC Operating Manual and all other provisions of law, regulation, order and discipline, as applicable from time to time (the “Alias Regulations”). The Client acknowledges and accepts that the sending of SMS with Aliases presupposes the prior registration of the Alias itself in the special register managed by AGCOM (the “Registration”). For the purposes of Registration, the Client agrees to provide MailUp with all the information and documents necessary for the preparation of the personal data sheet corresponding to the user of the Alias, including by filling in the appropriate document made available on the MailUp® Platform. The Client represents and warrants that (i) the data and information provided by the Client to MailUp for the fulfilment of the Registration obligations and the other obligations under the Aliases Regulations are true, current, complete and correct and undertakes to promptly notify, and in any event no later than 5 (five) days, any circumstances that would entail a change in any information or data provided to MailUp for the Registration activity and the consequent changes (ii) without prejudice to the cases provided for by the Alias Regulations, will not request MailUp to register Aliases in the name and/or on behalf of third parties, and that it will not give the Alias in attribution or use to other parties or send SMS messages on behalf of other parties, using the Alias exclusively in its own name and in its own interest and that (iii) it will use the Alias in accordance with the provisions of the Alias Regulations and applicable law. The Client also agrees to indemnify and hold MailUp harmless from any damage, burden, cost and expense that MailUp may incur in the event of breach of the foregoing guarantees and commitments by the Client.

The Client acknowledges and accepts that if for any reason the Registration of the Alias requested by MailUp for the Customer is not successful, MailUp will not activate in favour of the Customer the service of the MailUp Platform® that allows the sending of SMS with Alias. MailUp may in any case legitimately refuse, without charge or cost, to allow the sending of SMS with Aliases through the MailUp® Platform if the Client does not meet the requirements of the Alias Regulations at the time of sending or otherwise violates applicable law.

SMS messages addressed to telephone numbers with special rates or premiums or to non-geographical numbers (for example, without any limitation, numbers which begin with the prefix 144/166/892/894/895/899) will not be sent.

Where MailUp assigns, upon the Client's request, a number for sending and/or receiving SMS messages, other than an Alias the Client declares that he/she is aware that the assigned number is, and shall remain, the property of MailUp or of its third-party supplier.

7.3 – Use of MailUp® Platform without mailing emails. The MailUp® Platform which, by prior choice of the Client, is not used to send e-mails and which is therefore used to send SMS, or to analyse e-mail messages, is subject to payment of any Fee indicated in the Order Form and/or in the “ONLINE” order. If the Client also decides to activate the sending of e-mails, he shall pay the corresponding additional fee pursuant to Article 4.3.

Section 8. Ownership of the data related to the Client's use of the platform and terms of use of the platform.

8.1 – Aggregate Data. As established between the Parties, MailUp holds all rights to the use of statistical information, data and related analyses in aggregate form, deriving from its Clients’ use of the MailUp® Platform. Such data in aggregate form do not include personal data and the Client expressly authorizes MailUp to use the same in order to improve the functioning of the MailUp® Platform or for statistical information that may be published in aggregate form.

8.2 – Advertising. The Client authorizes MailUp’s use of its name and logo in presentations, marketing materials, client lists, financial reports. Except as otherwise provided under arts. 3.1 and 3.2 of this Agreement, the Client’s use of the logo, trade name or any other distinctive mark related to the MailUp® Platform, will have to be requested in advance by the Client in writing and authorized in writing by MailUp.

8.3 – Trial. MailUp may offer periods of free trial of the MailUp® Platform to new Clients. Such trial period shall be aimed solely for testing the functioning, with limited mailings to test addresses of the Client itself. The same Client may not activate more than 2 (two) MailUp test platforms. No cost is due for the free trial.

8.4 – Assignment of the Agreement. MailUp will be entitled to assign or transfer to third parties the rights and obligations arising under this Agreement; the Client, in gathering consent to the processing of personal data, undertakes to adequately notify such possibility to its own customers. The Client shall be entitled to assign and otherwise transfer its rights and obligations under this Agreement, subject to MailUp's written consent. In any case, in accordance with the provisions of article 1408 of the Italian Civil Code, MailUp declares in advance that it does not release the transferor Client from its obligations and that it retains the right to action against it if the transferee fails to fulfil the obligations undertaken. If the Client fails to fulfil the obligations provided under this art. 8.4, MailUp may, in its absolute discretion: (i) automatically terminate the Agreement by law without returning anything whatsoever to the Client for any services not used in accordance with art. 8.7; (ii) demand payment of the sum of EUR 100.00 (one hundred euro) for administrative expenses in connection with the termination process, without prejudice to any

greater damages.

8.5 – Procedures for the processing of the Client's data. To the extent necessary, without prejudice to the fact that under the applicable legal framework, personal data is any information related exclusively to the natural person, the Client acknowledges that MailUp will perform the processing of the data (including the data related to its own delegates and persons designated by it to manage the relationship with MailUp), under the Privacy Policy pursuant to Article 13 of Privacy Regulation, without the need to gather express consent from the Client to carry out the services under this Agreement because, inter alia, the processing of such data is necessary to perform the Agreement to which the Client is party, solely and exclusively for the supply of the services referred to in this Agreement.

8.6 – Validity of amendments and/or supplements. Considering the high technical and regulatory complexity of the sector in which MailUp operates and the products and services offered by the latter, considering also that this sector is characterized by continuous technological and regulatory changes and market needs, and finally considering that, as a result of the above the need arises periodically for MailUp to adapt its organization and / or the technical and functional structure of the products and services offered to its customers (also in the interest of the latter), the Client agrees that the Agreement may be amended by MailUp at any time, by giving simple written notice to the Customer (including by e-mail or with the aid of computer programs). Changes may consist of: (i) changes related to adjustments made to the technical and/or functional structure of the products and services offered; (ii) changes related to adjustments made to MailUp's organisational structure; (iii) changes related to the Fees payable by the Client, taking into account the adjustments referred to in points (i) and (ii) above. In this case, the Client shall be entitled to terminate the Agreement by written notice sent to MailUp by registered letter with acknowledgment of receipt or by notice in the MailUp® Platform within 15 days of receipt of the written notice by MailUp referred to in this Article 8.6. In the absence of the Client's exercise of the right of withdrawal within the terms and in the manner set forth above, the amendments to the Agreement shall be deemed to be finally known and accepted by the Client and shall become finally effective and binding.

8.7 – Express termination clause. Without prejudice to compensation for damages, MailUp reserves the right to terminate this Agreement in accordance with Article 1456 of the Italian Civil Code, by simple written notice to be sent also by e-mail and/or certified email, in cases of breach by the Client of even only one of the following provisions: 2.2 - Client access to the Mailup® Platform; 2.4 - Requirements for sending communications through the Mailup® Platform; 2.5 - Sender information; 3.1 - Ownership of the Mailup® Platform; 3.3 No sublicensing; 3.4 Sublicensed use; 4.3 - Fees, Billing and Payments; 6.1 - Client's Warranties; 6.9bis Additional Conditions; 7.1 Methods of sending and receiving SMS messages; 7.2 Provision of the corporate messaging service via alias; 8.4 - Assignment of the Agreement. The cessation of the Agreement, in the situations referred to above, will take place automatically by law upon the Client's receipt of the communication through which MailUp declares its intention to avail itself of the express termination clause. This shall not affect MailUp's right to demand payment of the Fees for the entire agreed period and/or to retain them in full even if not fully used.

Without prejudice to the Client's obligation to pay the Fees referred to in Article 4.3, MailUp also reserves the right to interrupt the provision of the MailUp® Platform and/or additional options/services at any time in the event of (i) breach by the Client of any of the obligations referred to in this article; (ii) breach of any of the obligations assumed by the Client in any of the possible further contracts concluded between the same Client and MailUp (or any company of the TeamSystem Group), the breach of which constitutes grounds for termination of such further agreements. In such cases, MailUp will notify the Client of its intention to discontinue the provision of the MailUp® Platform and/or additional options/services, inviting the Client, where possible, to remedy the breach within a specified period of time. In any event, the Client remains required to pay the amount due even if the provision of the MailUp® Platform and/or additional options/services is interrupted.

8.8 – Validity of contractual clauses. The clauses of this Agreement shall be deemed in force and accepted by the Client in their entirety, even in the event of gratuitous and/or temporary use of the functions provided on any basis by MailUp. – Governing law and jurisdiction. This Agreement is governed by and shall be interpreted in accordance with Italian law, and the Parties expressly agree that the Court of Milan shall have exclusive jurisdiction over any dispute concerning the validity, effectiveness, interpretation and performance of this Agreement.

8.9 – Final clauses. This Agreement, including all of its schedules which constitute an integral part hereof, abrogates and supersedes all previous agreements, understandings and negotiations, whether written or oral, between the Parties and concerning the subject matter of this Agreement.

The fact that either of the Parties does not enforce in a timely manner its rights arising under one or more clauses hereof may not be deemed a general and tacit waiver of the rights and duties provided under the clause, nor may it preclude such Party from later demanding the exact and rigorous performance of each and every contractual clause.

The Parties agree that: (a) words in electronic form shall be deemed to be "writing" for the purposes of all applicable legislation where "writing" is required; and (b) electronic evidence shall be admissible in any court or other quasi-judicial proceedings between the Parties.

If one or more of the clauses of this Agreement is declared null and void or unenforceable by the competent court of law, the remaining clauses of this Agreement shall continue to be valid and effective between the Parties, unless such clause constituted a determinant reason for the conclusion of this Agreement.

Annex A
Data Processing Agreement

MailUp S.p.A., with registered office in Milan (MI), Tax ID and VAT no. 09480090159, in the person of its acting Legal Representative (“**MailUp**” or the “**Data Processor**”) and the Client, in the person of its acting Legal Representative (the “**Data Controller**” or “**Client**”) have entered into a license agreement for the use of “Software As A Service” for the delivery of marketing transnational communications and for Processor Services involving the processing of personal data (hereinafter, as periodically amended or updated, simply the “**Agreement**”). This Data Processing Agreement (including its annexes, “**Data Processing Agreement**”) contains the provisions of Article 28 GDPR as interpreted by the European Data Protection Board in Opinion 14/2019.

The Data Processing Agreement is entered into between MailUp and the Client and supplements the Agreement. The Data Processing Agreement will be effective and supersede any other previously applicable agreement between the parties relating to the same subject matter (including any amendment or addendum to the processing of data relating to the Processor Services), from the Effective Date and for the entire Period.

If you are entering into this Data Processing Agreement on behalf of the Client, you warrant that: (a) you have full legal authority to bind the Client to this Data Processing Agreement; and (b) you agree on behalf of the Client, to this Data Processing Agreement. If you do not have the legal authority to bind the Client, please do not sign this Data Processing Agreement and pass it on to the competent representative.

1. Preamble

The Data Processing Agreement reflects the agreements of the parties on the processing of Client Personal Data as governed by European and Domestic Legislation.

2. Definitions

2.1 All capitalized terms in the Data Processing Agreement shall have the following meanings:

“**Supervisory Authority**” refers to a “supervisory authority” as defined in the GDPR.

“**MailUp**” refers to MailUp S.p.A. that is party to the Agreement.

“**Subsidiary**” refers to a legal entity belonging to a corporate group, which directly or indirectly controls has control or is controlled by another party.

“**Effective Date**” refers to the date on which the MailUp signed or the parties have otherwise agreed to the effectiveness of the Agreement or Data Processing Agreement.

“**Client Personal Data**” refers to the personal data processed by MailUp on behalf of the Client in the provision of the Processor Services.

“**Security Documentation**” refers to any security certification or documentation that MailUp makes available in relation to the Processor Services as referred to in Appendix 2.

“**Period**” refers to the period from the Effective Date until the termination of the provision of the Processor Services by MailUp pursuant to the Agreement.

“**MailUp Entity**” refers to MailUp S.p.A. and/or any other Subsidiary of MailUp S.p.A.

“**GDPR**” refers to Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC.

“**Incident**” refers to a breach of MailUp security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Client Personal Data on systems managed or otherwise controlled by MailUp.

“**Notification E-mail Address**” refers to the e-mail address entered by the Client in the privacy contact details section, as governed by art. 5.3 of the Agreement.

“**Additional Instructions**” refers to the additional instructions which reflect the parties' agreement on the additional conditions governing the processing of certain data in relation to certain Processor Services. “**European and Domestic Legislation**” refers to the GDPR and the EU Member State legislation applicable to the processing of Client Personal Data.

“**Transfer Mechanisms**” refers to a binding decision issued by the European Commission allowing the transfer of personal data from the EEA to a third country whose domestic law provide an adequate level of protection of personal data. Where such binding decision is not available or effective, this definition refers to the EU Standard Contract Clauses approved as needed by the European Commission for the transfer of personal data, as well as the Binding Corporate Rules (BCRs).

“**Security Measures**” has the meaning set out in Section 7.1.1. (Security Measures on MailUp systems);

“**EEA**” refers to the European Economic Area.

“**Processor Services**” refers to the services optioned in the Agreement and described collectively in Appendix 1.

“**Sub-processors**” refers to the third parties authorised under this Data Processing Agreement to process Client Personal Data in order to provide part of the Processor's Services and/or any related technical support.

2.2 The terms “**Personal Data**”, “**Data Subject**”, “**Processor**”, “**Controller**” and “**Processing**” have the meanings indicated in the GDPR.

2.3 The terms ‘**include**’ and ‘**included**’ are illustrative and are not the only examples of a particular concept.

2.4 Any reference to a law, regulation, statute or other legislative act is a reference to these as amended or reformulated as required.

2.5 If this Data Processing Agreement is translated into another language and there is any discrepancy between the English text and the translated text, the English text shall prevail.

3. Period

This Data Processing Agreement shall be effective for the entire Period and until the Processor deletes all Client Personal Data.

4. Scope of Application

4.1 **Application of Processor Services.** This Data Processing Agreement applies only to the services for which the parties agreed to enable, and therefore to the services specified in the Agreement.

4.2 **Application of Additional Instructions.** During the Period, the Controller may provide MailUp with Additional Instructions, which MailUp may not refuse without just cause if such Additional Instructions are necessary to permit compliance of the Controller with any European and Domestic Legislation. In all other cases, MailUp has the faculty to negotiate the content of the Additional Instructions with the Controller and will be under no obligation to implement them until an agreement is reached. Once both Parties have confirmed the Additional Instructions, these shall be considered integral part of this Data Processing Agreement.

4.3 **Costs due to the application of Additional Instructions.** The Additional Instructions and/or supplements, amendments or reductions thereto shall not lead to any additional costs to MailUp; if this is not the case, the Controller acknowledges and accepts that all costs directly or indirectly due to the adjustment by MailUp to the Additional Instructions, shall be at the exclusive expense of the Controller.

5. Data processing

5.1 Roles, responsibilities and instructions

5.1.1 The parties acknowledge and agree that: (a) Appendix 1 describes the subject matter and details of the processing of Client Personal Data; (b) MailUp acts as Processor of Client Personal Data under European and Domestic Legislation; (c) Client acts as Controller or Processor, as applicable, of Client Personal Data under European and Domestic Legislation; and (d) each party shall comply with the obligations applicable to it under European and Domestic Legislation with respect to Client Personal Data.

5.1.2 **Authorization by the third Data Controller.** If the Client acts as Processor on behalf of a Subsidiary of the Client or other Controller, Client assures MailUp that the instructions and actions of the former in relation to Client Personal Data, including the appointment of MailUp, have been authorized by the respective Controller.

5.2 **Data Controller Instructions.** By this Data Processing Agreement, the Data Controller instructs MailUp to process the Client's Personal Data: (a) only in accordance with applicable law; (b) only to provide the Data Processor Services and any related technical support; (c) as further specified/indicated by the Customer through the Customer's use of the Controller Services (including changes to the settings and/or functionality of the Data Processor Services) and any related technical support; (d) as documented in the Agreement, including this Data Processing Agreement; (e) in order to ensure a level of security appropriate to the risk, for

performing automatic screening against pre-defined checklists, using automated systems capable of detecting contacts acquired or maintained in contravention of industry best practices, to detect possible abuse and automatically unsubscribe them; and (f) as further documented in any written instruction provided by the Data Controller to MailUp as a further instruction for the purposes of this Data Processing Agreement.

5.3 MailUp compliance with the instructions. MailUp shall comply with the instructions given in Section 5.2 (Controller Instructions) unless the European or National Legislation to which it is subject requires MailUp to conduct different or further processing of Client Personal Data (e.g. transfer of Personal Data to a third country or international organization), in which case MailUp shall promptly inform Client at the Notification E-mail Address (unless such legislation prohibits MailUp from doing so on significant grounds of public interest).

6. Erasure and export of data.

6.1 Erasure and export for the Period.

6.1.1 Processor Services with export functionality. If the Processor Services include the possibility for the Controller to export Client Personal Data autonomously and in interoperable format, MailUp shall ensure, insofar as possible, that this operation is guaranteed for the entire Period and in any case in compliance with any further provisions contained in the Agreement.

6.1.2 Processor Services with erasure functionality. If the Processor Services include the possibility for the Client to independently erase Client Personal Data, MailUp shall ensure, insofar as possible, that this operation is guaranteed for the entire Duration, unless European and Domestic Legislation requires storage of such data for a longer period. In the latter case, MailUp shall process Client Personal Data only for the purposes and period defined by such legislation. Any further, specific provisions contained in the Agreement shall remain valid in any case.

6.2 Erasure on Period expiry. Upon expiry of the Period, Client shall order MailUp to erase all Client Personal Data (including existing copies) from MailUp systems in accordance with the applicable law. MailUp will execute this instruction as soon as reasonably practicable, consistent with the backup policies of MailUp and/or its sub-contractors employed for the provision of the Service, and unless European and Domestic Legislation requires its preservation in accordance with the provisions of art. 2.7 of the Agreement, which shall be deemed herein fully recalled.

7. Data security.

7.1 Security measures and assistance by MailUp

7.1.1 Security Measures on MailUp systems. MailUp shall adopt and maintain technical and organizational measures to protect Client Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2. Taking into account the state of the art and the cost of implementation, as well as the nature, subject-matter, context and purpose of the processing carried out with the Data Processor Services, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, Appendix 2 must at all times include security measures to (a) encrypting personal data; (b) helping to ensure the ongoing confidentiality, integrity, availability and resilience of MailUp's systems and services; (c) helping to restore personal data in a timely manner following an incident; and (d) periodically verifying their effectiveness. MailUp has the right to update or amend the Security Measures, provided that such updates and modifications do not lead to degradation of the overall security of Processor Services.

7.1.2 Security Measures for MailUp personnel. MailUp shall take appropriate steps to ensure compliance with the Security Measures by all persons operating under its authority, including its employees, agents, contractors and Sub-processors, insofar as applicable to the scope of their services, including assurances that all persons authorized to process Client Personal Data have signed non-disclosure agreements or are subject to appropriate statutory obligations to of confidentiality in accordance with European and Domestic Legislation. MailUp shall also manage all obligations associated with the appointment of system administrators and personnel responsible for managing and maintaining the Processor Services, in compliance with the provision of the Supervisory Authority dated 27 November 2008;

7.1.3 MailUp data security assistance. MailUp will assist the Data Controller in ensuring compliance with any obligations of the Data Controller with regard to personal data security and data breaches, including (where applicable) the Data Controller's obligations under Articles 32 to 34 GDPR, through:

- b) the implementation and maintenance of Security Measures in accordance with Section 7.1.1. (Security Measures on MailUp systems);
- (b) the implementation of the provisions of Section 7.2 (Data Incidents); and
- (c) providing the Data Controller with Security Documentation in accordance with Section 7.5.1 (Review of Security Documentation) and the information provided for in this Data Processing Agreement.

7.2 Data Incidents

7.2.1 Due Diligence. MailUp adopts due diligence in monitoring the security of Client Personal Data processed in the provision of the Processor Services.

7.2.2 Incident Notification. If MailUp becomes aware of an Incident, MailUp will:(a) promptly inform the Controller of the Incident without undue delay; and (b) promptly take reasonable steps to mitigate any damage and secure the Client Personal Data (c) cooperate with the Controller in the investigation of the causes and gravity of the Incident.

7.2.3. Incident Details. Notifications made pursuant to Section

7.2.2 (Incident Notification) shall describe the details of the incident to the greatest possible extent (also through additional notifications), including the categories and approximate number of Data Subjects involved and the personal data records affected, the potential risks to the Data Subjects and the steps that the MailUp has taken or recommends the Data Controller adopts to address the Incident and mitigate its effects. If it is not possible to provide the above specific information within the time allowed, MailUp shall explain the reasons for the delay to the Controller, in any case providing the Controller with any initial information concerning the breach for the purposes of the related notification.

7.2.4 Delivery of Incident Notification. MailUp shall deliver notification of any Incident to the Notification E-mail Address.

7.3 Client security responsibility and assessment.

7.3.1 Data Controller Security Responsibility. Without prejudice to the obligations of MailUp under Sections 7.1 (Security Measures and Assistance by MailUp) and 7.2 (Incidents), the Controller acknowledges that it is the sole party responsible for the use of the Processor Services, including the protection of authentication credentials, systems and devices used by the Controller to access the Processor Services.

7.4 Security Certification. To evaluate and help ensure the continued effectiveness of the Security Measures, MailUp may, at its sole discretion, supplement the Security Measures and Security Documentation with certifications (e.g., ISO27001), codes of conduct and/or certification procedures.

7.5 Checks and Audits

7.5.1 Security Documentation Review. In order to demonstrate MailUp compliance with its obligations under this Data Processing Agreement, MailUp shall make information on the technical, organisational and security measures available to the Client, in addition to any other Security Documentation available and necessary for Client compliance with regulations, and which should be formally requested in writing by the Client for compliance with its legal obligations and to demonstrate the adoption of adequate technical and organizational measures.

7.5.2 Client Audit Rights. The parties agree that:

- (a) MailUp shall contribute to the inspection and audit activities the Client wishes to conduct, either directly or through a third party appointed by the latter;
- (b) such activities shall be conducted with a view to safeguarding normal MailUp operations;
- (c) the use of the information which the Controller and any third party appointed by the Controller should become aware of during the audit must be previously regulated by a specific non-disclosure agreement.

7.5.3 Further Conditions for Audits. To conduct an audit:

- (a) the Data Controller shall send the request for audit to the Controller pursuant to Section 7.5.2(a) as described in Section 12.1 (MailUp Contacts), giving notice of at least 15 (fifteen) working days, it being understood that such activities may not be conducted by the Controller more than once (1 time) per year and, in any case, if less than 12 (twelve) months have passed since the last audit by the Controller;
- (b) upon receipt of a request pursuant to Section 7.5.3(a) from the Controller, MailUp undertakes to discuss and agree in advance on the start date, scope and duration, security and confidentiality controls applicable to the audit pursuant to Section 7.5.2(a);

(c) nothing in this Data Processing Agreement shall require the MailUp or its Subsidiaries to disclose or grant access by the Controller or third-party auditor to:

- (i) data of any other client of MailUp;
 - (ii) any MailUp internal accounting or financial information;
 - (iii) any MailUp trade secret or know-how;
 - (iv) any information that could compromise the security of MailUp systems or premises; or cause MailUp to breach its obligations under European and Domestic Legislation or its security obligations toward the Controller or third parties; or
- any information to which the Controller or third-party auditor seeks access for reasons other than the fulfilment in good faith of the Controller's obligations under European and Domestic Legislation.

(d) audits shall be subject to a specific confidentiality agreement between all parties involved.

7.5.4 The Data Controller acknowledges and accepts that all costs due to the conduction of audits pursuant to this Section 7.5 (such as, for example, the costs of personnel and any appointed external consultants) shall be at its exclusive expense.

8. Data protection impact assessments and prior consultation.

MailUp agrees (considering the nature of the processing and the information available to MailUp) to provide the Controller with any reasonable assistance in ensuring compliance with any obligations of the Controller regarding data protection impact assessment and prior consultation, including any obligations of the Controller pursuant to articles 35 and 36 of the GDPR.

9. Rights of Data Subjects.

9.1 Response to Data Subject requests. MailUp ensures adequate protection of the rights of Data Subjects, assisting the Client in the fulfilment of its obligation to follow up requests from Data Subjects to exercise their rights, even if such requests are received by MailUp. In this event, MailUp shall provide the Data Subject with the address for communicating their request directly to the Data Controller. The Controller shall remain the sole party responsible for responding to such requests.

9.2 MailUp assistance in Data Subject requests. MailUp agrees (considering the nature of the Client Personal Data processing) to provide reasonable assistance to the Data Controller in the fulfilment of its obligations regarding their rights pursuant to Chapter III GDPR through: (a) where possible, the provision of specific functionality in the Data Processor's Services;

(b) compliance with the undertakings set out in Section 9.1 (Answers to Data Subjects' Requests).

10. Data Transfers.

10.1 Data storage and processing facilities. The Data Controller agrees and authorizes MailUp to process (also through Sub-processors) Client Personal Data both within and outside the EEA, provided that such processing is supported by suitable Transfer Procedures, to be indicated in Appendix 3.

11. Sub-processors

11.1 Authorization to use Sub-processors. The Controller shall grant a general authorization to use Sub-processors for provision of the Processor Services.

11.2 Information on Sub-processors. MailUp agrees to include the list of Sub-processors and the respective information in Appendix 3 of this Data Processing Agreement.

11.3 Requirements for the involvement of Sub-processors. When using a Sub-processor, MailUp shall:

(a) ensure, through a written agreement or other binding legal deed that:

- (i) the Sub-processor may only access and utilise Client Personal Data to the extent necessary to fulfil the obligations subcontracted to it in accordance with the Agreement (including this Data Processing Agreement) and with the Mechanisms of Transfer;
- (ii) the data protection obligations pursuant to article 28(3) GDPR are applied to the Sub-processor;

(b) remain fully responsible for all obligations subcontracted to the Sub-processor.

11.4 Right to object to change of Sub-processors. The parties agree that:

(a) for the entire Period, MailUp shall give notice of its intention to use new Sub-processors to process Client Personal Data, to the Notification E-mail Address. The notice shall include the Sub-processor's name, activities conducted and country of establishment, as well as the Transfer Procedure, if applicable;

(b) in the event the Data Controller considers, with due motivation and documentation, that a Sub-processor is not suitable to process Client Personal Data, it may oppose the use of said Sub-processor, by notifying MailUp within 10 days of receiving notice of the intention of the latter to use new Sub-processors. MailUp may, at its discretion, i) not use the Sub-processor for the processing of Client Personal Data; or ii) withdraw from the Contract giving notice of such to the Client within 30 days of the notice described in Section 11.4(a), it being understood that the Client shall be required to pay the entire Fee due in accordance with the Agreement;

(c) if no objection as set out in Section 11.4(b) is received, MailUp agrees to send an updated version of Appendix 3 to the Notification E-mail Address, which shall become integral part of this Data Processing Agreement.

12. MailUp Contacts.

12.1 MailUp Contacts. The Controller may contact MailUp with regard to all aspects of this Data Processing Agreement, at the e-mail/certified electronic e-mail addresses: a) indicated by MailUp in the Contract; b) used by MailUp during provision of the Processor Services to receive certain notifications from the Controller concerning this Data Processing Agreement.

13. Conflict.

13.1 Conflict between the agreements of the parties. In case of conflict or incoherence between the provisions of the Agreement, the Data Processing Agreement and the Additional Instructions, if not otherwise established in this Processing Agreement, the following order of precedence shall apply: (a) the Additional Instructions; (b) the remaining provisions of the Processing Agreement; and (c) the remaining provisions of the Agreement. Subject to any amendments to the Data Processing Agreement, the Contract shall remain fully valid and effective.

13.2 Infringements of rules and regulations. Any provision of the Agreement, the Data Processing Agreement and/or the Additional Instructions in conflict with European and Domestic Legislation shall be deemed not to be present herein and shall be replaced in its entirety by provision effectively infringed if it cannot be otherwise resolved through an agreement between the parties.

14. Amendments

14.1 Amendments to the Appendices. From time to time, MailUp may change the content of the Appendices, if this is expressly permitted by the Data Processing Agreement.

14.2 Amendments to the Data Processing Agreement. MailUp may amend this Data Processing Agreement if it is amended:

- (a) is expressly permitted by the Data Processing Agreement;
- (b) is mandatory in order to comply with applicable law, a judgment or other order of a court or guidelines issued by a supervisory or government authority.

15. Jurisdiction.

In the event of dispute regarding the execution or interpretation of this Data Processing Agreement, the parties assign exclusive jurisdiction to the Court established by the Contract, expressly waiving any other provisions of international law or convention.

Appendix 1: Subject matter and details of the data processing

Subject matter

The provision of an on-line digital platform that allows users to manage their marketing and on-line communication campaigns independently and directly, using different messaging channels as better defined in the Agreement.

Duration of the processing

The duration of processing shall include the entire Period plus the term until all Client Personal Data is deleted by MailUp in accordance with the Data Processing Agreement and the provisions of the Agreement.

Nature and scope of the processing of the Processor Services

MailUp shall process Client Personal Data in order to provide the Processor Services in accordance with the instructions contained in the Data Processing Agreement.

Depending on the Data Processor Services chosen in the Agreement, Client Personal Data may include the following.

Types of Data Subjects involved	Recipients of communications sent by Client through the Processor Services
Personal data processed	Data collected by tracking technology and devices if not disabled by the Client Common identification data (e.g., name, surname, e-mail address, telephone number) <input checked="" type="checkbox"/> Data that cannot be determined a priori

The parties may update the list of personal data processed to provide the Processor Services at any time.

Appendix 2: Security measures

As from the Effective Date, MailUp shall implement and maintain the Security Measures set out at the following links:

- <https://academy.mailup.it/gdpr-impegno-di-mailup/>
- <https://academy.mailup.it/gdpr-infrastruttura/>

MailUp may periodically update or amend the following Security Measures, provided that such updates and amendments do not lead to a deterioration of the overall security of the Processor Services or in any case to a decrease in the security level agreed below.

If the Client decides to use the AI Assistant service, this Appendix 2 is to be understood as also incorporating the security measures put in place by OpenAI as available on the page [dedicated page](#).

Appendix 3: Sub-processors

Part of the activities that allow MailUp to provide the Processor Services may be delegated to Sub-processors:

Company name	Data Processor Services or description of subcontracted activities:	Place of establishment	Transfer procedure (where applicable):
Amazon Inc.	Provision of network support services and filing of images uploaded by clients, including CDN (Content Delivery Network) and Web proxy services.	European Union	N/A
SMS aggregators	Provision of SMS traffic routing service to telephone operators.	European Union	N/A
SMS aggregators	Provision of SMS traffic routing service to telephone operators.	United Kingdom	N/A
OpenAI Ireland Ltd.	Provision of the AI Assistant service (if the Client chooses to use this service)	Ireland	N/A(*)

(*) any transfers outside the European Economic Area to sub-contractors employed by OpenAI Ireland Ltd. (the list of which is available at the following [link](#)) are carried out by OpenAI Ireland Ltd. and governed by the Standard Contractual Clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council, as well as the additional safeguards provided by OpenAI. For more information, please contact MailUp.

UNFAIR TERMS

The Client declares, pursuant to Articles 1341 and 1342 of the Italian Civil Code, that he/she has read in detail and expressly accepts the contractual clauses set out in numbers: 2.2 (Client's access to the platform - liability); 2.3 (Ownership of Personal Data and appointment as Data Processor - liability); 2.4 (Legal basis for processing of Personal Data of message recipients and specific limitations - penalty - liability); 2.6 (Additional functions and interoperability - liability - suspension of interoperability functions); 3.3. (No sublicensing); 3.4 (Sublicensed use - indemnification); 4.1 (Conclusion of the Agreement, duration, effectiveness, automatic renewal and termination of the Agreement); 4.2 (Termination); 4.3.1, 4.3.2 and 4.3.3. (Fees, billing and payments - ISTAT update - unilateral modification of Fees); 5.3 (List of authorised contacts - liability); 6.1.1 (Guarantees given by the Client); 6.2 (Liability for information published); 6.3 (Liability for defaults of the Client); 6.4 (Liability for use of the platform); 6.8 (Defaults due to third party cause); 6.9 (Third-party services); 6.9a (Additional Conditions); 6.10 (Sending messages); 6.11 (Limitations of liability); 7.1 (Mode of sending and receiving SMS - cumulative purchase, liquidated damages - credit balancing - change of conversion table); 7.2 (Provision of the corporate messaging service through aliases); 8.4 (Assignment of the agreement); 8.6 (Validity of unilateral amendments and/or additions); 8.7 (Express termination clause); 8.9 (Applicable law and jurisdiction); 8.10 (Final clauses - communications in electronic form).