

## MAILUP PLATFORM USER LICENSE AGREEMENT

TeamSystem S.p.a., (Tax Code and VAT No. 01035310414), with head office Via Sandro Pertini 88, 61122 - Pesaro (PU), or the different TeamSystem Group company indicated in the Order Request Form (“**TeamSystem**”) TeamSystem, in the person of its Legal Representative (hereinafter “**TeamSystem**”) and the customer, identified with the data provided by filling in the appropriate master data sheet, in the person of its Legal Representative or otherwise an attorney authorized to enter into this agreement in the name and on behalf of the customer (hereinafter the “**Customer**”), (TeamSystem and the Customer, jointly, the “**Parties**” and individually a “**Party**”), enter into this non-exclusive user license agreement (the “**Agreement**”)

### RECITALS

- I. TeamSystem owns and distributes an online digital Platform accessible through the Internet network in “Software as A Service” mode (the “**MailUp® Platform**”) that allows the user to directly and in-house manage marketing campaigns and online communications in general through the use of different messaging channels (email, SMS);
- II. the Customer declares that it is familiar with and has carefully reviewed the functionality of the MailUp® Platform and believes it to be suitable for its needs;
- III. the MailUp® Platform is a tool reserved for professional users and the Customer agrees to use it exclusively in connection with its professional activity and in any case for needs related to it.

In consideration of the foregoing premises, the Parties agree and enter into the following Non-Exclusive Use License Agreement for the MailUp® Platform. The premises and annexes (external links) to the Contract, particularly the Terms of Use, form an integral and substantial part of the Contract.

### **Section 1. Definitions.**

**1.1 -Contract Definitions.** The terms and expressions listed below, when capitalized, are to be understood with the meaning ascribed to them in this paragraph:

“**Code of Conduct**”: means the Anti-Corruption Code of Conduct adopted by TeamSystem and available at teamsystem.com.

“**Code of Ethics**”: means the Code of Ethics adopted by TeamSystem and available at teamsystem.com.

“**Order Form**” or “**Order**”: means the document signed and transmitted by the Customer to TeamSystem, containing the specifications of the service requested by the Customer, which is valid as an irrevocable contractual proposal for the period of 20 calendar days from receipt within which TeamSystem reserves the right to enter into the Contract by written notice of acceptance to the Customer, subject to the provisions of Article 4.1;

“**Contract**”: means this document (including the Order Form and/or any applicable Supplementary Conditions);

“**TeamSystem Group**”: means TeamSystem S.p.A. (with Tax Code and VAT No. 01035310414) and all companies directly or indirectly controlled by, or associated with, TeamSystem pursuant to Article 2359 of the Civil Code.

“**Database**”: is to be understood as the master records of communication recipients;

“**Acceptance Date**”: means the date on which TeamSystem, at its discretion, agrees to perform the services requested by Customer with the Order Form, as more fully set forth in Article 4.1;

“**Activation Date**”: means the date on which TeamSystem activates the MailUp® Platform Service to Customer, in accordance with the provisions of Article 4.1, and from which its term shall commence;

“**Expiration Date**”: means the Expiration Date of the Contract, also meaning the expiration following the first one after renewal of the MailUp® Platform and highlighted in the restricted area, by which is meant the section of the MailUp® Platform where the Customer can view the details of the service purchased;

“**Personal Data**”: means Personal Data understood as any information concerning an identified or identifiable natural person, regarding whose processing the Customer is the Data Controller, and which are processed by TeamSystem for the purpose of performing the Contract. More specifically, the data processed are email addresses, phone numbers, IP addresses, Databases, and data generated by the use of the MailUp Platform and the transmitted communications;

“**AGCOM Resolutions**”: means Resolutions No. 42/13/CIR and No. 12/23/CIR, as amended, as well as new resolutions/provisions relating to aliases, from time to time in force, of the Italian Communications Authority viewable at <https://www.agcom.it/atti-e-provvedimenti>;

“**TS Distributor**”: means the entity that, by virtue of a valid contract signed with TeamSystem, has the right to market the Services provided to the Customer through the MailUp Platform.

“**Privacy Policy**”: means the policy viewable at <http://www.mailup.it/informativa-privacy/>;

“**MailUp® API**”: means the features, tools, and applications for integration with external software as per the documentation viewable at <http://api.mailup.com>;

“**Organizational Model**”: means the organization, management and control model adopted by TeamSystem pursuant to Legislative Decree. 231/2001 and available at *teamsystem.com*.

“**Antispam Policy**”: means the policy viewable at <https://mailup.it/anti-spam-policy/> ;

“**Intellectual property**” means any intellectual and/or industrial property right, 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**”: means EU Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data;

“**SMS Credits Table**”: means the one that can be viewed at <http://sms.emailsp.com/>;

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

“**Trial**”: means the pre-contractual period of free trial defined by TeamSystem and during which the Customer can verify the functionalities of the MailUp® Platform and from which it can withdraw at any time, without any commitment and cost.

**1.2 - Other definitions.** In addition, for the purposes of this Agreement, please refer to the definitions contained in Article 4 of the Privacy Regulations.

### **Section 2: Terms of Use of the Platform**

**2.1 - License to use the Platform.** TeamSystem, subject to the terms and conditions of this Agreement, agrees to provide the Customer with a limited, non-exclusive license to use the MailUp® Platform, which directly enables the Customer to send communications by email or through other messaging channels and to take advantage of related analytics features, through a SAAS (Software - AS - A - Service) application made available on the Internet. The Customer understands and expressly agrees that the MailUp® Platform is a tool reserved for professional users, with the result that this Contract is not subject to the rules governing consumer contracts. Except in cases of Contract renewal or extension, TeamSystem will make available to the Customer a Trial period, during which the Customer can test the functionality of the MailUp® Platform. During the Trial period, the Customer may withdraw from the Contract at any time without charge or cost. In using the MailUp® Platform, the Customer undertakes to abide by the Terms of Use defined by TeamSystem, as well as to execute the Contract by complying with the provisions of 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 TeamSystem intends to comply. It is understood that the processing of data related to the use of the MailUp® Platform will in any case take place in compliance with the regulations in force, it being understood that the Customer assumes the role of Data Controller or, as the case may be, Data Processor and TeamSystem, availing itself for this purpose of its organizational structure, assumes the role of Data Processor or, as the case may be, Sub-Processor as better specified in point 2.3 below.

Due to the nature and operation of the MailUp® Platform, the Parties acknowledge that, pursuant to and within the limits of the provisions of this Contract, it will be the Customer who will directly and independently manage the IT tools made available by TeamSystem and it will be the Customer itself, under its sole responsibility, which will prepare the messages sent through the MailUp® Platform and manage, as Data Controller or, as the case may be, Data Processor, the data of the recipients of the messages.

**2.2 - Customer access to the Platform.** The Customer will have access to the MailUp® Platform by means of authorization and authentication credentials assigned to the Customer, which are kept and used by the Customer under its sole responsibility. Access to and use of the MailUp® Platform shall be in accordance with the terms of this Contract and the Terms of Use. In particular, the Customer undertakes to keep the above alphanumeric access codes (referred to as “username” and “password”) in the strictest confidence and is therefore also responsible for their safekeeping and for their failure and/or loss of confidentiality: the Customer will therefore be solely responsible for any damage caused by the possible use of login and password of each account connected to its MailUp® Platform, by unauthorized third parties. However, the Customer agrees to immediately notify TeamSystem of any theft, loss, or appropriation of access credentials for any reason by unauthorized third parties. For added security of its account, TeamSystem recommends that the Customer activate the two-factor authentication method made available through the relevant menu found in MailUp® Platform. It is, therefore, understood that TeamSystem shall not be liable for any damage or loss derived to the Customer or any third party where such harm would have been avoided by the use of the aforementioned two-factor authentication method recommended by TeamSystem.

**2.3 - Ownership of Personal Data and Appointment as Data Processor.** Personal Data are the sole property of the Customer and TeamSystem agrees not to use it in any way other than for the performance of the Contract. In particular, by signing this Contract, pursuant to Article 28 of the Privacy Regulations, Customer, having deemed TeamSystem to be a suitable and trustworthy entity, appoints TeamSystem as the Processor or, as the case may be, the Sub-Processor for the processing of Personal Data.

Pursuant to this Agreement, the categories of Personal Data subject to processing are determined, exclusively, by the Customer as the sole party responsible for using the Platform and maintaining the Database. It is understood that it is the sole responsibility of the Customer to operate in such a way as to create its own security copies of the Database and the Personal Data uploaded to the MailUp Platform, in addition to the provisions of the services offered by TeamSystem, in order to avoid their loss, in whole or in part, and that TeamSystem shall therefore not be liable for any damage or loss derived to the Customer or to third parties, if such prejudice would have been avoided by the adoption of the aforementioned precautions recommended by TeamSystem. It is the sole responsibility of the Customer to assess in advance whether the Security Measures implemented by TeamSystem are suitable for the processing of these data. In the event that Customer deems it necessary to adopt and/or implement special Security Measures for the processing of such data, Customer will promptly notify TeamSystem. In this case TeamSystem, will evaluate the Customer’s request and formulate appropriate quotation accordingly. In this regard, the Customer understands and agrees that: (i) TeamSystem processes special categories of Personal Data, as defined in Article 9 of the GDPR, whenever necessary in order to execute the obligations undertaken in the Contract; (ii) the processing of special data by TeamSystem may entail additional costs for TeamSystem’s infrastructure, which may be quoted separately;

(iii) TeamSystem can never be held liable for any damage or loss suffered by Customer as a result of uploading particular data within the Platform not agreed upon in advance.

TeamSystem accepts this appointment with its signature, confirming direct and thorough knowledge of the obligations undertaken by it and guaranteeing that it has the skills, experience, and competencies, including technical expertise, to fulfill this role.

Specifically, TeamSystem agrees to process Personal Data in accordance with the instructions and provisions set forth in the deed of appointment and its supplementary appendix attached to this Agreement (Annex A, Appendix 1).

**2.4 - Requirements for sending communications through the MailUp® Platform.** The Customer expressly declares that it is aware that the essential requirement for using the MailUp® Platform for sending messages in an automated mode is the existence of a suitable legal basis for processing that enables their receipt by the recipients in accordance with the provisions of the privacy legislation in force from time to time. Furthermore, TeamSystem shall have the right to suspend the Customer’s use of the MailUp® Platform if a breach of the terms set out in this article is detected (e.g. through a report addressed to the TeamSystem Abuse Desk or if certain control thresholds on specific indicators, such as “spam report rate (feedback loop)” and “hard bounce rate” are exceeded); in this case, the Customer undertakes to provide TeamSystem with explanations of the incident and whatever may be deemed useful by TeamSystem in order to verify the sending of messages in accordance with the provisions of the privacy legislation in force from time to time. The existence of suitable legal basis for the processing of Personal Data concerns both recipients of email messages and recipients of SMS messages. The Customer also expressly agrees to put in place appropriate Security Measures to ensure that lists uploaded to the MailUp® Platform do not contain unauthorized entries, even if they are managed through APIs. By way of example, the inclusion of a *captcha*-type confirmation system designed to ascertain that the user is not a computer is an appropriate security measure. Where Customer fails to take appropriate and adequate Security Measures for this purpose, TeamSystem may, at its sole discretion, disable the API related to the enrollment form on Customer’s MailUp® Platform to exclude the risk of further non-compliant registrations. The adoption of suitable and adequate Security Measures by the Customer is an essential obligation on the part of the Customer. In the event of failure to comply, even once, with this essential obligation, TeamSystem reserves the right to reduce the sending rate to exclude the risk of further violations, or to terminate the Contract in accordance with Article 8.7 of this Contract.

Customer acknowledges that it is aware that TeamSystem expressly prohibits:

- i - the use and/or purchase and/or rental of lists of recipients from outside suppliers, even where consent has been collected from third parties; sending to recipients found from public lists, public registers or published on the Internet is also prohibited;
- ii - the use of lists of recipients collected through co-registration and/or data-sharing (such as, but not limited to, “passive co-registration,” “list broking,” “list rental,” “affiliate email marketing”) and any other similar cases where the collection of consent is not carried out directly by the Customer and/or the consent collected is not related to a specific processing;
- iii - the use of features such as SMTP+, SMTP Relay, Fast Email, Instant SMTP, WebService/API to send bulk messages with commercial/marketing/promotional content provided by third parties i.e., DEM, EDM, direct emailing, direct email marketing;
- iv - the submission of any of the following material: (a) obscene and/or child pornographic material; (b) material that is offensive or has purposes contrary to morality; (c) material with purposes contrary to public order; (d) material infringing on the rights of third parties; (e) copyrighted material (e.g. books and/or publications or parts thereof or whatever); (f) illegally held material (e.g. pirated software, unauthorized copies, etc.); (g) information or databases that contravene current legislation in the country of receipt and/or origin of the messages or otherwise contravene 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 receipt and/or origin of the messages or otherwise contravene Italian legislation; (j) material that introduces viruses, Trojans or other harmful and illegal software; (k) messages that refer to: services or products such as escort and dating services; pornography or other sexually explicit content; pharmaceutical products, work from home, online learning opportunities and lead generation; online trading, day trading tips, or stock market related content; gambling services or products; multi-level marketing affiliate marketing; credit restoration and debt relief opportunities; mortgages and loans; dietary, herbal, and vitamin supplements; erotic gaming items or references; (l) material otherwise deemed in violation of applicable law and/or offensive to public policy and/or decency, in the sole judgment of TeamSystem.

In all such cases, TeamSystem reserves the right to reduce the sending speed to the exclusion of the risk of further violations, or to immediately and even permanently block access to and use of the MailUp® Platform and declare the termination of the Contract for non-performance pursuant to Article 8.7 of this Contract.

In addition, the Customer expressly agrees to use the MailUp® Platform in compliance with current regulations with particular reference to the Measure on Guidelines on Promotional Activity and Countering Spam

- July 4, 2013 (Published in Italian Official Journal No. 174 of July 26, 2013 - Register of Measures No. 330 of July 4, 2013) and the Provision on Consent to the processing of Personal Data for the Purposes of “Direct Marketing” through Traditional and Automated Contact Tools - May 15, 2013 (Published in Italian Official Journal No. 174 of July 26, 2013 - Register of Measures No. 242 of May 15, 2013) both issued by the Italian Data Protection Authority. The Customer agrees to comply with the provisions regarding the prohibition of sending unsolicited and unwanted communications from recipients (otherwise known as sending “spam” and “spamming”) under “VI Spam and Restrictions” of the Terms of Use and the Anti-Spam Policy.

In the event that the Customer uses the MailUp® Platform for illicit purposes and/or for sending unsolicited or unauthorized advertising, causing TeamSystem consequential disruptions such as the registration of one or more sending IPs or the second-level domain related to the service in use in an international Relay Block List or Blacklist (including, but not limited to, URIBL, SURBL, SORBS, SPAMCOP, SPAMHAUS, and others), or a blacklisting or relay block listing with an Internet Service Provider (including, but not limited to, Google, Microsoft, Yahoo!, AOL, Godaddy, Register, Aruba, Fastweb, Alice, and others), the Customer shall be held solely and

exclusively responsible for the violations put in place, releasing TeamSystem from any kind of responsibility in this regard, which reserves the right to act in the appropriate venues for compensation for damages, against itself or third parties, arising from such conduct.

TeamSystem, at any time, including in advance and as of the Trial, shall have the right to suspend mailings via the MailUp® Platform and require Customer to provide documentation proving compliance with the provisions of this Article 2.4. The Customer will have 10 (ten) calendar days, from the date of receipt of the notice sent by the abuse prevention service, to provide the above requested information. In the event that the Customer refuses to provide the requested documentation within the above terms, or the documentation requested is absent, inadequate or incomplete, for any cause or reason whatsoever, TeamSystem reserves the unquestionable right to reduce the sending speed to exclude the risk of further violations, or to permanently block access to the MailUp® Platform and declare the termination of the Contract for non-performance pursuant to Article 8.7 of this Contract. In this case TeamSystem shall not be liable in any way, nor shall it be obliged to pay any compensation and/or indemnity for the unused service; TeamSystem shall in this case have the right to charge the Customer, by way of penalty, the greater of € 1,000.00 (one thousand/00 euros) or 10% of the Fee due for the entire Contract, without prejudice to the right to compensation for any greater damages of any nature directly or indirectly determined as a result of the use of addresses lacking the requirements provided for by the current legislation and this Contract.

The Customer agrees to provide in each message sent through the MailUp® Platform of a promotional, commercial nature and/or for which the legal basis used is consent a functioning link that allows the recipient to have all the information necessary in order to freely unsubscribe and thus be removed from sending subsequent emails. The aforementioned deletion link must be prominent, clearly recognizable, and legible. Deletion must be automatic, occur in no more than two clicks, and not require entering a password or sending an email. Any unsubscribe requests must be processed by the Customer within 3 (three) days of the request. TeamSystem reserves the right to verify the effective compliance with this deadline, within which the Customer must arrange to delete the requester from the lists of recipients uploaded to the MailUp® Platform Database.

The Customer also declares that it is aware and accepts that the collection of the consent of the recipients of the messages or the identification of a suitable legal basis for the processing is its sole responsibility. Likewise, it is the sole responsibility of the Customer to inform recipients that it may use media provided by third parties, such as the MailUp® Platform, to send communications and, if it decides to activate the statistical tracking functionality, to inform recipients before using the MailUp® Platform, that - with respect to email communications - statistical tracking systems may be used to detect the opening of a message and the clicks made on links (hyperlinks contained in the email), identifying in particular their quantity and date according to the technical specifications of the Platform itself.

TeamSystem consequently is released and shall be fully indemnified and held harmless by the Customer from any liability arising out of the methods adopted by the Customer for entering data into the databases made available to it for the use of the MailUp® Platform, as well as the methods of acquiring consent for the use of such tools. In order to ensure a high quality of message sending and to offer the Customer every useful tool to prevent the sending of unwanted messages, TeamSystem will automatically exclude from the lists of recipients entered in the MailUp® Platform email addresses that do not exist and/or are incorrect, recipients who have expressed their willingness not to receive communications from the Customer and other recipients toward whom any contact actions for commercial purposes do not comply with the SPAM prevention criteria and are potentially detrimental to its commercial image, also taking into account the best practices recognized by the operators in the sector. Customer acknowledges that it understands that all correspondence between Customer and TeamSystem, including its employees, may be recorded, and archived. In this regard, Customer authorizes TeamSystem to: a) forward to anti-spam operators or ISPs any communication or correspondence between Customer and the Abuse Desk service, identifiable with the email [abuse@mailup.com](mailto:abuse@mailup.com) or [abuse@pec.mailup.it](mailto:abuse@pec.mailup.it), only as a result of an explicit request by these parties; b) communicate to the recipients of the Customer that were to request it as a result of a report received by the Abuse Desk service, the identifying data of the Customer. In this respect, the Customer hereby releases TeamSystem from liability by signing this Agreement.

**2.5 - Sender information.** The Customer agrees to include, in the text of each email sent, in a clearly visible manner an “information about the sender” (“about us”) section. This section should contain the following information:

- a) name (surname and first name) and residential address of the sender if a natural person, in the case of companies, corporations or associations in addition to the name (e.g., company name) and address of the registered office, also the legal form, the indication of the registration registry, business registry or other commercial/associative register of equivalent category with the relevant registration/registration number;
- b) contact information, consisting of at least a valid telephone number or contact form in electronic form, as well as an email address, and
- c) if available the value-added tax identification number, EU/VAT identification number, or other equivalent tax identification number should be provided.

The Customer declares that it is aware that TeamSystem expressly prohibits the use of temporary, or “disposable” email addresses and accounts, or other anonymization systems that do not allow the identification of the sender, thus committing to use only email accounts that clearly allow their identification. Customer further understands that in the event of any violation of this prohibition, TeamSystem reserves the unquestionable right to suspend the Service and terminate the Contract pursuant to Article 8.7.

**2.6 - Additional functions and interoperability.** The MailUp® Platform provides Customer with features, tools, and applications for integration with external software (“APIs” or “interoperability functions”) as set forth in the “MailUp® API” documentation <https://helpmailup.atlassian.net/wiki/spaces/mailupapi/pages/36342419/Introducing+the+MailUp+API>. For this purpose, TeamSystem can also make use of APIs developed by third parties. Through APIs, the Customer has the ability to create custom integrations between the MailUp® Platform and third-party applications in order to make any data update automation easier. The Customer is solely responsible for the use of the interoperability functions and agrees to use them with appropriate tools and in accordance with the contents of this Agreement. Use through the MailUp® Platform of features made available by third parties may be subject to acceptance of the contractual terms and conditions of those third parties. In the event that the API is provided by a third party and that third party suspends or discontinues the provision of such interoperability functions, TeamSystem may consequently suspend or discontinue Customer’s access to the interoperability functions, without prior notification and without incurring any costs, charges, or expenses, simply by providing a service notice to Customer.

**2.7 – Ways to delete Customer’s data.** After 10 (ten) days from the Expiration Date or termination of the Contract for any cause, TeamSystem will have the right to delete the data stored on behalf of the Customer in the MailUp® Platform, as well as any remaining credits as specified in Article 7.1. These data will be freely searchable and downloadable by the Customer within the above timeframe using the normal functionality of the MailUp® Platform. In the event of suspension of access to the MailUp® Platform (e.g., for administrative irregularities, see Article 4.3), the Customer will be able to access only after removing the cause that led to the blocking. Notwithstanding this right of deletion, longer retention times may also be dictated by needs other than those indicated within this Contract, particularly in the case of investigations by the Judicial Police or Agencies in charge of any controls.

**2.8 – Customer support.** As purely accessory and instrumental to the use of the MailUp® Platform, TeamSystem undertakes to provide the Customer with technical assistance for reports related to the proper functioning of the MailUp® Platform in accordance with the provisions of section 5 Guarantee of the minimum level of functionality.

**Section 3. Ownership and Trademarks; Third Party Licensees.**

**3.1 - Ownership of the MailUp® Platform.** TeamSystem is the sole owner and exclusive proprietor of all rights and interests for the MailUp® Platform, and any Intellectual Property related thereto, including any developments arising therefrom. MailUp® is a registered trademark. The website, the MailUp® Platform, and the information contained therein, with the exception of what is mentioned in Article 2.3, are the property of TeamSystem.

Customer agrees, also pursuant to Article 1381 of the Civil Code for each user, to use the MailUp® Platform within the strict limits of the license set forth in this Agreement and in compliance with TeamSystem’s Intellectual Property rights. Therefore, by way of example and without limitation and subject in all cases to the mandatory limits of the law, the Customer 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 of them; (d) make or cause to be made copies of the MailUp® Platform; (e) publish or cause to be published the MailUp® Platform; or (f) market the MailUp® Platform in any capacity. All rights to trademarks, logos, names, domain names and other distinctive signs however associated with the MailUp® Platform and the services provided also remain with TeamSystem or third parties, with the result that the Customer may not use them in any way without the prior written authorization of TeamSystem (and/or the third-party owner).



**3.2 - “Powered by MailUp®” wording and logo.** The Customer acknowledges and agrees that, depending on the different subscription purchased by the Customer, TeamSystem may include in each message sent by the Customer a wording and/or logo regarding the MailUp® Platform, containing a link to one of the MailUp® sites.

**3.3 - Prohibition of sublicensing.** It is expressly forbidden for the Customer, except in the case of a sub-license authorized by TeamSystem 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 Sub-licensed use.** As a partial exception to the provisions of paragraph 3.3. above, TeamSystem may grant the Customer, via Order Form, the right to grant a sub-license to use the MailUp® Platform: (i) to its customers, where the Customer is a TS Distributor; (ii) or to companies controlled (directly or indirectly) by, or related to, the Customer. In such cases, the Customer shall be held solely responsible for complying with the provisions and obligations of this Agreement, there being, for such sub-licensees, no direct relationship with TeamSystem, also undertaking to have each sub-licensee review this Agreement. However, the Terms of Use of the MailUp® Platform must be accepted for acknowledgment by all users, including sub-licensees, and may be unilaterally modified by TeamSystem.

The appointment of TeamSystem as External Data Processor, as per Art. 2.3, by the Customer also extends to the processing that will be carried out in connection with existing contractual agreements with its sub-licensee customers, with respect to which it is the responsibility of the sub-licensee customers to provide for the appointment of resellers as external data processors or to identify suitable organizational arrangements to ensure the security of the processed data. The Customer undertakes in any case to indemnify and hold harmless TeamSystem from any prejudice it may suffer as a result of sub-licensees’ conduct, default, or breach, as the TeamSystem platforms activated by the reseller panel fall within the provisions of this Contract.

#### **Section 4. Economic terms and contract duration.**

**4.1 - Signing of the Contract, activation, duration, effectiveness, tacit renewal, and termination of the Contract.** The Order Form shall be valid for 20 calendar days from the date of receipt, within which time TeamSystem reserves the right to enter into the Contract by written notice of acceptance to the Customer or by starting to perform the services requested by the Customer with the Order Form. TeamSystem, following acceptance, will notify the Customer of the Service Activation Date, which, will take place:

(i) upon with the acceptance of the Order Form, in the case of payment terms not simultaneously with the order,

(ii) following receipt by TeamSystem of payment of the Fee due from Customer, in the case of payment terms upon an order, and except as specifically provided in this regard in Article 4.2 below. The Contract 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 Customer and set out in the Order Form (merely by way of example: 12, 24, 36 months). The duration of the service starts from the Date of activation or renewal of the MailUp® Platform.

On the Expiration Date, the Contract shall be deemed to be automatically renewed for an equal term (e.g., 12, 24, 36 months, etc.), unless notice of termination is given to the other party in accordance with the terms and manner set forth below: (i) either Party may send notice of termination to the other Party by registered mail with return receipt, at least 30 (thirty) days prior to the Expiration Date; (ii) either Party may send notice of termination to the other Party by means of a certified email message to the address [contratti@pec.mailup.it](mailto:contratti@pec.mailup.it)- valid only if the sender also uses a certified mailbox) up to the Expiration Date; (iii) the Customer may exercise notice of termination up to the Expiration Date by using the special feature made available in the restricted area, (iv) TeamSystem may exercise notice of termination up to the Expiration Date by sending a notice to the Customer by email to the address indicated in the Customer’s contact details for the service of administrative notices. In case of termination communicated after the Expiration Date, the termination will have no effect; therefore, the Contract will be automatically renewed, and the Customer will have to pay in full the Fees due for the entire duration of the renewed Contract, even in case of non-use of the MailUp® Platform. It is understood that termination has the sole effect of preventing renewal of the Contract on the Expiration Date. Therefore, if the Customer intends to send notice of termination before the Contract Expiration Date, the Customer will still be required to pay the Fees until the Contract Expiration Date. During the Trial, the Customer may freely discontinue the Trial use of the service, at no cost and at any time. TeamSystem reserves the right not to proceed with the scheduled sending by Customer of communications and/or marketing campaigns by means of the MailUp® Platform, through newsletters or other messaging channels, in the event that, although beginning during the period of validity of the Contract, it extends beyond its expiration.

The cancellation of specific options/services (such as “additional administrator”) must be communicated in the same manner as above (Registered Letter with Return Receipt or certified email message or via special feature available in the restricted area), within the deadline related to the specific options/services.

Any Order Forms having as their object the provision by TeamSystem of ancillary services to the MailUp® Platform for the use of which the Customer 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 Contract for any reason whatsoever, including the intervening expiration of the Contract, withdrawal and termination. If the Customer does not take advantage of such ancillary services within the above time limit, he/she will still be required to pay the entire Fee and will not be entitled to a refund of any amount.

#### **4.2 Withdrawal**

**4.2.1.** TeamSystem reserves the right to terminate this Contract, in whole or in part, at any time by Registered Letter with Return Receipt and/or certified email to be sent to the Customer with at least 3 (three) months’ notice.

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

**4.2.3.** TeamSystem also reserves the right to terminate the Contract, in whole or in part, by simple written notice with immediate effect, in the event of non-performance of any of the obligations assumed by the Customer in any of the possible further contracts concluded between the same Customer and TeamSystem (or any of the companies of the TeamSystem Group), obligations whose non-performance constitutes cause for termination of such further contracts, if any.

#### **4.3 - Fees, billing, and payments.**

**4.3.1** For the provision and use of the MailUp® Platform, as well as for the provision and performance of the ancillary and instrumental services provided by this Contract and for the use of any additional options/services offered by the MailUp® Platform, the Customer agrees to pay a periodic fee and/or a one-time fee at the times and in the manner indicated in the Order Form or in the “ONLINE” order if the purchase is completed remotely via an E-commerce site, except for the use of the Trial period, if any (the “Fees”). All Fees shall be exclusive of VAT and any other statutory charges. Please note that in case of payment in currency other than Euro (€), the Fee invoiced to the Customer will be calculated based on the official exchange rate on the day before the date of issuance of each invoice. This is subject to the provisions of Articles 7.1 and 7.3 below. Payment can be made by bank transfer, PayPal, or credit card, subject to collection. If the Customer is required to pay the Fee upon the order and fails to do so within the period of 5 calendar days from the Date of Acceptance, TeamSystem will send the Customer a payment reminder to comply within 15 (fifteen) days. In the event of persistent non-performance, upon expiration of the aforementioned term TeamSystem may, at its sole discretion and at any time, terminate the Contract pursuant to and for the purposes of Article 8.7, without prejudice to TeamSystem’s right to demand payment of the entire Fee due under the Contract. In the case, on the other hand, of payment not upon the order, if the Customer fails to pay the Fee within the terms indicated in the Order Form, TeamSystem may, at its sole discretion and at any time, disable the sending function, subject to notice in MailUp® Platform, of all MailUp® platforms in the Customer’s name. After 10 (ten) calendar days have elapsed without Customer having paid the balance of the agreed amount, TeamSystem will be entitled to block Customer’s access to the MailUp® Platform and/or declare termination of the Contract pursuant to Article 8.7 hereto and thereafter to delete all data, without prejudice to TeamSystem’s right to demand payment of the full Fee under the Contract. The payment of all sums due to TeamSystem under this Contract shall not be delayed or suspended for any reason whatsoever, not even in the presence of pending disputes, it being understood - also notwithstanding Article 1460 of the Italian Civil Code - that the Customer may enforce its rights, if any, only through separate proceedings and only after its obligation to pay the fee has been fully discharged. In the case of payment by credit card or PayPal, the recurring payment mode will be activated, which provides for, on the renewal date, the automatic preauthorized debit of the amount corresponding to the use of the MailUp® Platform and the options already activated for a period of equal duration, unless cancellation to be exercised by the Customer by express communication in accordance with the procedures and time frames set out in point 4.1. If upon automatic renewal of the Contract, the preauthorized charge fails for any reason (including but not limited to expired credit card or lack of necessary funds) this will result in immediate blocking of sending capabilities and simultaneous notification of non-payment in the MailUp® Platform and to the Customer’s Administrative Contacts

selected to receive administrative information. After a further 10 (ten) calendar days have elapsed without the Customer having made a payment, TeamSystem may block access to the MailUp® Platform and/or declare termination of the contract pursuant to Article 8.7 of the Contract and proceed to the subsequent deletion of the Customer's data, without prejudice to TeamSystem's right to collect and/or permanently retain the Fees for the entire contractual period. In the event of non-payment or late payment of any amount due under the Contract, the Customer shall automatically fall under the acceleration clause, and default interest shall accrue on the amounts due to the extent provided for in Italian Legislative Decree No. 231/2002. In such event, subject to Section 8.7 below TeamSystem will also have the right to (i) suspend any and all performance due under any other contracts in place with Customer (including the right to inhibit the use of software licensed under such contracts and to suspend the provision of any services related thereto) and/or (ii) terminate any such other contracts at any time. The Customer expressly acknowledges and agrees that all Fees due under the Contract are subject to annual updating to the extent of 100% of the upward trend change in the ISTAT NIC consumer price index by product type.

**4.3.2** The Customer acknowledges that the MailUp® Platform, its options, ancillary and support services are, by their very nature, subject to constant technological and regulatory development that requires continuous and costly updating, and, in some cases, replacement activities necessary to ensure their functionality. By reason of the foregoing, TeamSystem will have the right to change the Fees even in excess of the ISTAT index in the manner set forth in Clause 8.6. The Customer understands and agrees that TeamSystem also reserves the right to vary or discontinue individual services and/or features of the MailUp Platform without any notice to the Customer being required. Accordingly, Customer agrees that TeamSystem makes no guarantees regarding the continued use and delivery of specific features of the MailUp Platform. In any event, TeamSystem will make commercially reasonable efforts to inform Customer in advance of any changes that result in a substantial reduction in the overall level and quality of the MailUp® Platform.

**4.3.3** Notwithstanding the provisions of the preceding paragraph, the Customer acknowledges that the MailUp® Platform and the environments in which it operates are subject, by their nature, to constant technological evolution that may result in their obsolescence and, in some cases, the advisability of their withdrawal from the market and, possibly, replacement with new technological solutions. Therefore, TeamSystem may decide, at its sole discretion, during the term of this Contract, to withdraw the MailUp® Platform from the market (possibly replacing it with new technological solutions). In that case:

(a) TeamSystem will notify Customer in writing (including by email), with at least six (6) months' notice, that it intends to withdraw the MailUp® Platform from the market;

(b) the notice referred to in (a) above ("**Notice of Withdrawal**") will contain a description of the new software (the "**New Product**"), if any, that will replace the MailUp® Platform, it being understood that the New Product may be based on different technologies than the MailUp® Platform;

(c) where the MailUp® Platform is not replaced by any New Product, the Contract shall cease to be effective with respect to the MailUp® Platform on the date to be specified by TeamSystem in the Notice of Withdrawal (in any event not earlier than the last day of the sixth month following the date of the Notice of Withdrawal); as of such date, the MailUp® Platform shall cease to be provided and the Customer shall be entitled to a refund of the portion of the Fees, if any, already paid for the period during which it cannot use the MailUp® Platform;

(d) where the MailUp® Platform is replaced with a New Product, the Customer shall have the right, exercisable within 15 days from the date of the Withdrawal Notice, to withdraw from the Contract with reference to the MailUp® Platform with effect from the last day of the sixth month following the date of the Withdrawal Notice (the date from which the MailUp® Platform will cease to be provided) it being understood that, otherwise, the Contract shall continue in effect (except as specifically set forth in the Withdrawal Notice) with reference to the New Product and any reference to the MailUp® Platform shall be deemed to refer to the New Product.

**4.4 - MailUp® Platform Space.** The Customer's use of the MailUp® Platform space is strictly limited to purposes related to sending newsletters via the MailUp® Platform and using it to send communications in another form (SMS) pursuant to this Agreement; therefore, the MailUp® Platform space is only available for uploading files related to this function. The Customer expressly accepts this principle and therefore agrees not to use it for different purposes or in different ways. Uploaded images and/or documents will be retrievable only from the posted messages or the web version of those messages. TeamSystem reserves the right to verify, at any time and even without prior notice, the compliance of the files saved in the MailUp® Platform space with the provisions of this section. In the event that said files turn out to be unrelated to the sending of communications through the MailUp® Platform, are larger than the maximum size allowed, or otherwise fall within one of the cases listed in Section 2.4 (iv) (a) to (I), TeamSystem may proceed to delete them without any obligation to notify the Customer. Without prejudice to the provisions of Section 4.3.3 above on the subject of variations in the functionality of the MailUp® Platform, the traffic generated by a file uploaded and linked within a message may not in any case be greater than the amount provided for in the Order Form. Beyond that limit TeamSystem, in its sole discretion, may slow down or restrict access to the file, or delete the file from the MailUp® Platform without any obligation to notify the Customer. Please refer to the Order Form for any and all additional space and/or traffic limitations.

## **Section 5. Ensuring the minimum level of functionality**

**5.1 – Availability of the MailUp® Platform.** By this Contract, TeamSystem agrees to make the MailUp® Platform available at an up-time availability rate of 99% on an annual basis, i.e., to be understood as 24 hours per day and 365 days per year for each year of the Contract term. The Parties acknowledge that in any case, TeamSystem cannot be blamed for the non-availability of the MailUp® Platform due to facts and circumstances attributable to the Customer or to parties for whose conduct the Customer is liable, such as, but not limited to, the availability of suitable Internet network at the Customer's premises, hardware, software, internal network problems within the Customer's organizational structure. From the definition of the minimum level of guaranteed functionality, routine maintenance activities communicated to the Customer at least 2 (two) calendar days in advance and extraordinary maintenance activities communicated to the Customer with notice that may be even less than 4 (four) hours should be excluded. During holidays and from 00:00 (GMT+1) to 06:00 (GMT+1) on working days, occasional service interruptions may be necessary due to program maintenance operations, which will not enter into the determination of the guaranteed minimum level of functionality, and with respect to which, therefore, any liability on the part of TeamSystem is excluded. If TeamSystem grants Customer specific functionality of the MailUp Platform in alpha, beta, or similar mode ("**Beta**"), its use is permitted only for purposes of testing Customer during the period designated, in TeamSystem's sole discretion, by TeamSystem. The use of Beta is optional, and either Party may discontinue its use or provision at any time and for any reason. The Customer understands and agrees that the Beta may be incomplete, not properly functioning, or include features that TeamSystem 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 TeamSystem in this article. TeamSystem grants Customer a non-exclusive, revocable, non-sub-licensable and non-transferable license to use the Betas for testing purposes only. TeamSystem provides no warranty, indemnity, or support for Beta and, except in cases of willful misconduct and gross negligence, any form of liability of TeamSystem is excluded. TeamSystem recommends that the Customer use all appropriate caution and not rely in any way on the proper functioning or performance of the Beta and/or any accompanying documentation.

**5.2 -Customer support.** Instrumental and ancillary to ensuring the proper use and full functionality of the MailUp® Platform, TeamSystem undertakes to provide technical assistance for 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 "ONLINE" order if the purchase is finalized at a distance through an E-commerce site, as may be specified on the following web page <http://help.mailup.com/display/MSD/Supporto+MailUp>.

**5.3** It is understood that this clause does not apply with respect to Third Party Services.

**5.4 - Authorized contact list.** Technical assistance, as well as any other administrative, compliance and/or privacy communication by email will be provided by TeamSystem exclusively toward the contacts (Email addresses) previously entered by the Customer in its MailUp® Platform registry. It will be the sole responsibility of the Customer to keep this list constantly updated. TeamSystem shall in no event be held liable for (i) failure and/or delayed technical support and/or (ii) failure to receive specific communications, due to Customer's incorrect and/or negligent compilation of the contact list in its registry.

## **Section 6. Representations, Warranties, Liabilities, and Limitations.**

### **6.1 - Representations.**

**6.1.1 - Customer representations.** The Customer represents and warrants: (i) that all the information provided by the Customer to TeamSystem is complete, correct and up to date, including the data entered in the appropriate menu and in particular in the Administrative Contacts section, available within the MailUp® Platform; (ii) that it has all the rights and powers necessary to enter into and give full and effective performance to the Contract and (iii) that it intends to use the MailUp® Platform within the scope of its entrepreneurial, commercial, or professional activity and that, therefore, the provisions of Legislative Decree 206/2005 for the protection of consumers do not apply to it.

**6.2 - Responsibility for published information.** In view of the nature and characteristics of the MailUp® Platform and its operation, the Customer, also in its capacity as the party liable for the act of its employee, clerk or auxiliary pursuant to Articles 1228 and/or 2049 of the Civil Code, undertakes to fully indemnify and hold TeamSystem harmless in the event that the latter is requested or required, directly or jointly and severally, either out of court or judicially, to pay amounts, including but not limited to, as compensation for damages, indemnification, penalties (criminal, administrative tax or other) in relation to the content of communications and information transited or otherwise transmitted through the MailUp® Platform, their legitimacy, as well as the conduct of the Customer, its staff, employees, contractors, end customers, or in any case of any person for whose actions the Customer is liable by provision of law or contract. Civil and criminal liability in connection with information published via the service offered by TeamSystem shall remain solely with the Customer.

**6.3 - Liability for Customer Default.** Customer agrees to fully indemnify and hold TeamSystem harmless from and against all damages, losses, liabilities, costs, charges and expenses, including attorney's fees, if any, which may be suffered or incurred by TeamSystem or of which TeamSystem is required to pay, and which would not have been so suffered or incurred or claimed if (i) Customer had performed its obligations under this Agreement and (ii) the representations and warranties made by Customer in entering into this Agreement had been true, correct, complete and not misleading. The Customer further undertakes to fully indemnify and hold TeamSystem harmless from all damages, losses, liabilities, costs, charges and expenses, including any legal fees that may be suffered or incurred by TeamSystem or of which the same is the subject of a claim for payment, however connected with the sending of information contained within the Customer's messages, even in the event of damages claimed by third parties for any reason whatsoever.

**6.4 - Platform use responsibilities.** TeamSystem makes no express or implied representations or warranties that the MailUp® Platform is suitable to meet the Customer's specific needs, that it is error-free, or that it has functionalities not provided in the technical specifications and related documentation. The Customer acknowledges and recognizes that the use of the MailUp® Platform will take place, in accordance with this Agreement, in full autonomy and that, consequently, the Customer will be exclusively and directly responsible for it. TeamSystem and its employees and/or contractors assume no liability in connection with the use of the MailUp® Platform by the Customer and to this end the Customer irrevocably undertakes, expressly releasing third party beneficiaries from the burden of declaring that they wish to take advantage of it, to fully indemnify and hold TeamSystem and its employees and contractors harmless from any damage or prejudice, whether contractual or non-contractual, that may arise, directly or indirectly, from the manner of use of the MailUp® Platform and execution of this Contract by the Customer. These provisions shall remain in force and effect even after the termination of the effects of this Contract, for any cause whatsoever, including expiration of terms, termination, or withdrawal thereof.

**6.5 - Events not the fault of TeamSystem.** TeamSystem shall not be held liable in any way for the malfunctioning of the MailUp® Platform or the inability or difficulty in performing ancillary services resulting from the liability of the operators of telephone lines, power lines, and global and national networks, including but not limited to, as a result of failures, overloads, outages, etc.

TeamSystem shall also not be liable for any conduct or omissions of third parties that impair the operation of the MailUp® Platform, including, but not limited to, slowdowns in speed or failure of the telephone lines and processors that handle IT traffic between the Customer and the MailUp® Platform.

**6.6 – Causes of Force Majeure.** TeamSystem shall not be held liable in any way for failure to perform or improper performance of this Contract that arises from causes beyond its reasonable control or from force majeure or fortuitous events, such as, but not limited to, civil commotion, acts of terrorism and war, public health emergencies and pandemics, strikes, riots, tornadoes, hurricanes, floods, fires, landslides, and mudslides.

**6.7 – Interruptions for exceptional events.** Should TeamSystem be forced to interrupt the use of the MailUp® Platform due to exceptional events or maintenance it will provide timely updates in the MailUp® Platform to the Customer. TeamSystem will define the appropriate access procedures and hereby reserves the right to improve them at any time.

**6.8 -Third-party services.** TeamSystem may make available to the Customer the activation on the MailUp® Platform of additional features developed and/or delivered by third parties, including network operators, which may also be integrated into the MailUp® Platform, e.g., through special APIs (the **"Third Party Services"**). Third Party Services may be activated by the Customer through a specific manifestation of the Customer's own will and under the Customer'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, TeamSystem may also provide supplemental terms and conditions for each of the Third-Party Services integrated into the MailUp® Platform, which form an integral and substantive part of this Agreement (the **"Supplementary Terms"**). Unless otherwise provided in the Supplementary Terms, if the Customer chooses to use Third Party Services, the following provisions will apply: (i) the Third Party Services are subject to terms, conditions and limitations imposed by their respective providers; (ii) in no event shall TeamSystem be liable for any failure or improper functioning of the Third Party Services; (iii) in the event that the providers of the Third Party Services modify, suspend or discontinue the provision of the Third Party Services, TeamSystem may consequently modify, suspend or discontinue Customer's access to such services, without prior notice and without incurring any costs, charges or expenses, simply by providing notice to Customer; 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 Customer, without prior notification, simply by providing a service notice to Customer. Therefore, the Customer hereby waives any claims against TeamSystem in connection with the inability to use such services and/or with respect to changes thereto.

This is without prejudice, however, to TeamSystem's ability, where possible and/or necessary, to substitute Third Party Service providers in order to provide access to or use of Third-Party Services in the MailUp® Platform. In this regard, Customer authorizes TeamSystem to provide Third Party Service providers with all necessary information to enable the use of alternative providers.

#### **6.9 Supplementary Conditions.**

- AI Assistant Service:

1. The Customer acknowledges and agrees that the AI Assistant Service, the features of which are shown here <https://helpmailup.atlassian.net/wiki/spaces/MM/pages/95879235/Assistente+AI> is a service developed and delivered by the third-party provider OpenAI L.L.C. and/or OpenAI Ireland Ltd, as applicable, (hereinafter **"OpenAI"**), integrated by TeamSystem within the MailUp® Platform, including through the use of special APIs, in order to add functionalities within the MailUp® Platform that are not developed by TeamSystem (the **"AI Assistant Service"**).
2. Customer acknowledges and agrees that the AI Assistant Service is subject to OpenAI's terms, conditions, and limitations, available at these links <https://openai.com/policies/terms-of-use> and <https://openai.com/policies/eu-terms-of-use> and the [Usage Policy](#) e [Safety Best Practices of the vendor, which can be found here](#) <https://openai.com/safety-standards>, which Customer agrees to review and comply with. In addition, the AI Assistant Service is also governed by the terms and conditions, including economic terms, stated in the Order Form.
3. The AI Assistant Service is designed for the sole purpose of providing support to the Customer in creating and editing messages within the MailUp® Platform by generating text based on input provided by the Customer (hereafter the **"Results"**). The Customer 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 otherwise not completely reliable and, therefore, should always be verified by the Customer before being used. The Customer understands that the accuracy of the Results is merely probabilistic and that the AI Assistant Service is rendered on an experimental basis and without any guarantee of results, therefore, the responses generated may not be original or consistent or relevant to the Customer's request.
4. The Customer declares that it understands that the use of the AI Assistant Service is at its sole discretion and under its sole responsibility. The Customer is prohibited from entering its own or third parties' confidential information within the AI Assistant Service, and the Customer represents and warrants that it is authorized to enter data and information and generally any type 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 Customer acknowledges and accepts that, through the AI Assistant Service, TeamSystem 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 mistaken, false or incomplete data/information/input entered, as well as in general for the use of the AI Assistant Service and the Results, compliance with applicable law, and any determination/measure taken in connection with, or as a result of,



the use of the AI Assistant Service, TeamSystem assuming no liability with respect to the foregoing. The Customer, therefore, agrees to release TeamSystem from any and all liability in connection with the provisions of this paragraph and to hold TeamSystem harmless from any and all prejudicial consequences, damages, burdens, costs and expenses (including legal fees), which may arise, including against third parties, from the use of the AI Assistant Service and/or the Results and/or the breach of the Agreement and/or the terms and conditions of OpenAI as applicable from time to time and/or applicable law.

5. TeamSystem is not responsible for either the delivery or the quality of the AI Assistant Service or for the failure or improper functioning of the AI Assistant Service, which is delivered through features that are made available by OpenAI.
6. The Customer acknowledges and agrees that in the event of adjustments made to the technical and/or functional structure of the AI Assistant Service, TeamSystem reserves the right to change any Fees due from the Customer for the AI Assistant Service, in the manner set forth in Article 8.6 of this Agreement.

**6.10 - Sending messages.** Messages are considered sent when they are sent from the MailUp® Platform to the destination programmed in the MailUp® Platform, including but not limited to: SMTP servers, mobile telecommunications networks, or any intermediary servers or APIs of third-party service providers. Customer acknowledges and agrees that third-party providers may discontinue services provided to TeamSystem or TeamSystem suppliers without notice. In this case messages will not be delivered to their destination, without this being in any way the fault of TeamSystem. Message delivery receipt is available but not guaranteed: when the service provider or mobile telecom operator provides it, it is reported in the MailUp® Platform. The Customer acknowledges that the sending of communications, due to the intrinsic technological characteristics, is not to be used in cases where the non-receipt of a message, in total and/or within a certain time, is likely to produce damage to the Customer or third parties; TeamSystem does not guarantee the delivery of communications and the constant usability of the MailUp® Platform and, in case of non-delivery and/or delayed delivery, or lack of receipt of delivery, it is in no way liable either directly or indirectly to the Customer and/or third parties. TeamSystem also reserves the right to exclude from the mailing certain recipients or groups of recipients that may compromise the quality of the mailing individually or as a whole (e.g., Spamtrap).

**6.11 – Limitation of liability.** Except in the case of willful misconduct or gross negligence, TeamSystem’s liability shall never exceed the amount of the Fees paid by Customer under this Agreement in the year in which the event from which TeamSystem’s liability arises occurred. TeamSystem, subject to the mandatory limits of the law, shall under no circumstances be held liable for any damage (direct or indirect), cost, loss and/or expense that the Customer and/or third parties may suffer as a result of cyberattacks, hacking activities and, in general, abusive and unauthorized access by third parties to the data center, to the cloud infrastructure on which the MailUp® Platform is hosted, to the MailUp® Platform and, in general, to the Customer’s and/or TeamSystem’s computer systems, from which the following consequences may result, without any claim to exhaustiveness: (i) failure to make use of the services provided through the MailUp® Platform; (ii) loss of data owned or otherwise available to the Customer; and (iii) damage to hardware and/or software systems and/or to the connection to the data center made by the Customer through connection to a telecommunications network or the Internet. TeamSystem shall not be liable for any loss of profit, lost profits or indirect damages, loss or damage to data, factory downtime, loss of business opportunities or other benefits, payment of penalties, delays, or other liabilities of Customer and/or other Group Companies to third parties.

## **Section 7. Receivables**

**7.1 - Mode of sending and receiving SMS messages.** Without prejudice to the payment of the Fees pursuant to Article 4.3 above and subject to any provisions in the Order Form and/or Article 7.3 below, in order to send SMS messages, it is necessary for the Customer to purchase in advance a “recharge” expressed in “credits”, in predefined and non-divisible quantities, or, in the case of receiving SMS messages, for the Customer to pay the relevant Fees in advance and/or as may be specified in the Order Form. Once the previously purchased credits have been exhausted, it is not possible to make mailings for that specific type of message unless an additional credit package is purchased. Unless otherwise specified in the Order Form, purchased credits may be used within 12 months of purchase, regardless of any Contract renewals and/or the purchase of new credit packages. In fact, once this deadline has passed, (i) any remaining unused credits will be cancelled and the relevant amount will be retained permanently by TeamSystem, without any refund or return being due; at the same time (ii) all data recorded within the MailUp® Platform not used for sending emails, including (without limitation) phone numbers, sending statistics, messages and settings, including keywords issued to the Customer for sending SMS to recipients in countries with specific regulatory constraints (e.g. USA), will be deleted without any possibility of recovery. It is understood that under no circumstances, including the expiration, termination or cancellation of the Contract occurring for any reason whatsoever, may previously purchase credits be refunded or transferred, and that the deletion of the data present in the MailUp® Platform will in any case result in the simultaneous deletion, in the manner established in Article 2.7, of the remaining unused credits and all data related thereto, including the keywords mentioned above. In case of purchase of credits fractioned in several installments, as per the Order Form signed by the Parties, and of non-compliance by the Customer with the agreed purchase plan and/or delay with respect to the prefixed payments exceeding 30 (thirty) calendar days, TeamSystem reserves the right to invoice in a single bill the total amount of credits ordered and not yet purchased, and to charge as a penalty the difference between the unit price per credit on the list of the minimum package actually purchased by the Customer multiplied by the total number of credits ordered, minus the total amount of credits ordered as per the Order Form, without prejudice to TeamSystem’s right, at its sole discretion and at any time, to disable the sending function, upon notice in the MailUp® Platform, of all TeamSystem® platforms in the Customer’s name, and, after 10 (ten) calendar days have elapsed without Customer’s payment of the amount due and invoiced, TeamSystem shall be entitled to block Customer’s access in the MailUp® Platform and/or declare the termination of the Contract pursuant to Art. 8.7 of this Contract. TeamSystem will charge the Customer a variable number of credits for each message sent, depending on the destination country. The Customer acknowledges and accepts that the determination of the number of credits charged for each message sent will be made by considering the cost of sending the message and, in general, the costs associated with telephone and/or IT service at the time of sending. In accordance with and on the assumption of the above, TeamSystem publishes a periodically updated SMS Credit Table showing the number of credits charged for each country, giving notice to the Customer of any changes in the table in the MailUp® Platform. The Customer undertakes to examine this table before each SMS sending, even regardless of the communication of changes in the MailUp® Platform, and in any case declares to hereby accept its provisions. The Customer further acknowledges and agrees that the values shown in the above table are determined by assuming, in each individual distribution list referable to the Customer, an allocation among the individual telephone operators reasonably in line with the market share held by each of them. Should an individual distribution list show an allocation among individual telephone operators that is not in line with the market share held by each of them, the amount of credits charged for text messages sent to users on that list may be increased proportionately to account for the higher cost associated with the telephone service. TeamSystem may charge the Customer a variable number of credits from time to time for each message received, depending on the country of sending and/or receiving. The Customer acknowledges and accepts that the determination of the number of credits charged for each message received will take place considering, from time to time, the cost of receiving the message and, in general, the costs associated with the telephone and/or IT service applied in the specific country. Customer understands that the increased cost to TeamSystem associated with the telephone service will become apparent only after Customer’s receipt of SMS. The Customer, therefore, agrees that TeamSystem may charge the Customer the higher amount due only once the higher cost to the Customer is known.

**7.2 - Provision of corporate messaging service using aliases.** TeamSystem 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 with the Registro degli operatori di comunicazione [Registry of Communication Operators - “**ROC**”]. In case of sending SMSs with a textual alphanumeric sender of eleven characters (“**Alias**”), the Customer agrees to comply with the AGCOM Resolutions, Code of Conduct, ROC Operating Manual and all other provisions of law, regulations, orders, and codes applicable (the “**Alias Regulations**”). The Customer acknowledges and accepts that the sending of SMSs with Aliases presupposes the prior registration of an Alias in the special register managed by AGCOM (the “**Registration**”). For the purposes of Registration, the Customer undertakes to provide TeamSystem with all the information or documents necessary for the preparation of the master sheet corresponding to the Alias user, including by filling in the appropriate document made available in the MailUp® Platform. Customer represents and warrants that (i) the data and information provided by Customer to TeamSystem for the purpose of fulfilling its Registration obligations and other obligations under the Alias Regulations are true, current, complete and correct, and Customer agrees to promptly, and in any event no later than 5 (five) days, notify TeamSystem of any circumstances that would result in a change in any information or data provided to TeamSystem for Registration and any resulting changes; (ii) except as provided for in the Alias Regulations, it will not request from TeamSystem the Registration of Aliases in the name and/or on behalf of third parties, and that it will not give the Alias in 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 Customer also agrees to hold TeamSystem harmless and indemnified against

any damages, charges, costs, and expenses TeamSystem may incur in the event of a breach of the foregoing representations and guarantees by the Customer. The Customer acknowledges and accepts that if the Registration of the Alias requested by TeamSystem for the Customer is not successful for any reason, TeamSystem will not activate in favor of the Customer the MailUp® Platform service that allows the sending of SMS with an Alias. TeamSystem may in any case legitimately refuse, without charge or cost, to allow SMS with Aliases to be sent via the MailUp® Platform if the Customer does not meet the requirements of the Alias Regulations at the time of sending, or otherwise violates applicable law.

However, SMS messages addressed to specific or premium rate telephone numbers or non-geographic numbers (including but not limited to numbers beginning with area code 144/166/892/894/895/899) will not be sent.

In the event TeamSystem provides, at the Customer's request, a number for sending and/or receiving SMS messages, other than an Alias, the Customer declares that it is aware that the number assigned to it is and remains the property of TeamSystem or of the third-party provider TeamSystem uses.

**7.3 - Using MailUp® Platform without emailing.** The MailUp® Platform which, by the Customer's prior choice, is not used to send emails and is therefore used to send SMS, or to analyze email messages, is subject to payment of the Fee, if any, indicated in the Order Form and/or "ONLINE" order. At the time when the Customer decides to also activate the sending of emails, the Customer will be required to pay the corresponding additional fee in accordance with Article 4.3.

***Section 8. Ownership of data related to the use of the Platform by Customers and conditions of use of the Platform.***

**8.1 - Usage data.** Customer acknowledges that TeamSystem holds all rights to the use of statistical information, data, and related analysis, including in aggregate form, arising from, and relating to the use of the MailUp® Platform by its Customers. In this regard, the Customer expressly authorizes TeamSystem to use such data in order to ensure a level of security appropriate to the risk, to perform automatic screening for comparison with predefined checklists, through the use of automatic systems capable of detecting contacts acquired or maintained in non-compliance with industry best practices, to detect any abuse, operating an automatic unsubscription, as well as in aggregate form in order to improve the functionality of the MailUp® Platform or for the purpose of statistical information that can be published always in aggregate form.

**8.2 - Advertising.** Customer authorizes TeamSystem's use of its name and logo in presentations, marketing materials, customer lists, financial reports. Without prejudice to the provisions of Articles 3.1 and 3.2 above of this Agreement, Customer's use of the logo, trade name and any other distinguishing marks relating to the MailUp® Platform must be requested in advance by Customer in writing and authorized, again in writing, by TeamSystem.

**8.3 - Trial.** TeamSystem® can offer free trial periods of the MailUp® Platform to new Customers. This trial period is intended to be for the purpose of testing functionality only, with limited mailings to the Customer's own test addresses. The same Customer is not allowed to activate more than 2 (two) TeamSystem test platforms. No charge is due to take advantage of the free trial.

**8.4 - Assignment of Contract.** Except with TeamSystem's prior written permission, Customer is prohibited from assigning all or part of the Contract.

The Customer hereby consents, pursuant to and for the purposes of Article 1407 of the Italian Civil Code, to the assignment by the TS Distributor to TeamSystem (or to another TS Distributor indicated by TeamSystem) of the contract concerning the Services that may exist between the Customer and the TS Distributor that has ceased, for whatever reason, to be an authorized TeamSystem distributor.

**8.5 - Method of processing of customer data.** As far as may be necessary, without prejudice to the fact that under the current legislation Personal Data is any information relating exclusively to a natural person, the Customer acknowledges that TeamSystem will process the data (including those relating to its attorneys and proxies appointed by it to manage relations with TeamSystem), pursuant to the current legislation and, in accordance with the Privacy Notice pursuant to Article 13 of the Privacy Regulations, without the need to acquire an express consent from the Customer for the performance of the services covered by this Contract because, inter alia, the processing of such data is necessary to perform a Contract to which the Customer is a party, solely and exclusively for the performance of the services set forth in this Contract.

**8.6 - Validity of unilateral amendments and/or additions.** Considering the high technical and regulatory complexity of the sector in which TeamSystem operates and of the products and services offered by the latter, considering also that this sector is characterized by continuous technological, regulatory and market needs evolutions, and considering finally that, as a consequence of the above, the need arises periodically for TeamSystem to adjust its organization and/or technical and functional structure of the products and services offered to its customers (also in the interest of the latter), the Customer accepts that the Contract may be amended by TeamSystem at any time, by giving simple written notice (including by email or with the aid of computer programs) to the Customer. Changes may consist of: (i) changes related to the adjustments made to the technical and/or functional structure of the products and services offered; (ii) changes related to the adjustments made to the organizational structure of TeamSystem; (iii) changes related to the fees payable by the Customer, which take into account the adjustments referred to in (i) and (ii) above. In such case, Customer will have the right to terminate the Contract by written notice sent to TeamSystem by registered mail with return receipt or by notice in the MailUp® Platform within 15 days of receipt of the written notice from TeamSystem referred to in this Article 8.6. In the absence of any exercise of the right of withdrawal by the Customer, within the terms and in the manner set forth above, the amendments to the Contract shall be deemed to be finally known and accepted by the Customer and shall become finally effective and binding.

**8.7 - Termination clause.** Without prejudice to compensation for damages, TeamSystem reserves the right to terminate this Contract pursuant to Article 1456 of the Civil Code, by simple written notice to be sent also by email and/or certified email, in cases of breach by the Customer of only one of the following provisions: 2.2 - Customer access to the MailUp® Platform; 2.4 - Requirements for sending communications via the MailUp® Platform; 2.5 - Sender information; 3.1- Ownership of the MailUp® Platform; 3.3 Prohibition of sublicensing; 3.4 Sub-licensed use; 4.3 - Fees, billing and payments, interest; 6.1- Customer Representations and warranties; 6.9 Supplementary Terms; 7.1 Methods of sending and receiving SMS messages; 7.2 Provision of business messaging service via aliases; 8.4 - Assignment of Contract. Termination of the Contract, for the cases agreed upon above, will occur upon receipt by the Customer of the notice from TeamSystem stating that it wishes to avail itself of the express termination clause. In any event, this will be without prejudice to TeamSystem's right to demand payment of the Fees for the entire agreed period and/or to withhold them in full, even if not fully utilized.

Notwithstanding Customer's obligation to pay the Fees referred to in Article 4.3, TeamSystem also reserves the right to discontinue the provision of the MailUp® Platform and/or additional options/services at any time in the event of: (i) Customer's breach of any of the obligations set forth in this Article; (ii) Customer's breach of any of the obligations assumed by Customer in any of the additional contracts, if any, entered into between Customer and TeamSystem (or any TeamSystem Group company), the breach of which constitutes grounds for termination of such additional contracts. In such cases, TeamSystem will notify the Customer of its intention to discontinue the provision of the MailUp® Platform and/or additional options/services, inviting the Customer, where possible, to remedy the non-performance within a specified period of time. In any case, the Customer remains obligated to pay what is due even if the provision of the MailUp® Platform and/or additional options/services is discontinued.

**8.8 - Code of Ethics, Anti-Corruption Code of Conduct and Organizational Model.** The Customer declares (i) that it is aware of the provisions of Legislative Decree No. 231/2001 as amended and integrated, regarding the administrative liability of entities, (ii) that it has not committed any violation that may result in its liability under the provisions of Legislative Decree 231/2001 and (iii) that it is not aware of any ongoing investigation by the competent authority in this regard.

The Customer declares that it is aware that TeamSystem has adopted: (a) the Organizational Model; (b) the Anti-Corruption Code of Conduct; and (c) the Code of Ethics, and that these documents are available at [www.teamsystem.com](http://www.teamsystem.com).

The Customer acknowledges and accepts the Organizational Model, Code of Ethics and Anti-Corruption Code of Conduct as an integral part of the Contract.

The Customer, therefore, undertakes to operate in a manner that complies with the requirements of the current regulations and the rules of conduct of the Organizational Model, Code of Ethics and Anti-Corruption Code of Conduct and not to engage in - and to ensure that its employees and/or contractors do not engage in - any conduct that may result in liability under Legislative Decree No. 231/2001, whether for its own benefit, for TeamSystem's benefit, or for the benefit of third parties. In this regard, with reference to the performance of the activities covered by the Contract, the Customer further undertakes: (a) to use in the performance of the Contract only ethical practices and not to use, authorize, involve or tolerate any business practices that do not comply with the above statements and commitments; (b) to comply with applicable anti-corruption laws, including but not limited to the laws on bribery and additional offenses against the PA set forth in the Italian Criminal Code, provisions on bribery among private parties, the Foreign Corrupt Practices Act and the UK Bribery Act, international anti-corruption treaties, such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business



Transactions, and the United Nations Convention against Corruption (c) to refrain, in compliance with applicable anti-corruption regulations, from paying, offering or promising to pay, or authorizing payment, directly or indirectly, in favor of public officials, public bodies, political parties, individuals or legal entities, as well as in favor of third parties indicated by public officials or members of public bodies and/or political parties, and in general any third party, which may in any way influence an act or decision suitable for obtaining, retaining or directing business (d) refrain from giving or promising money, commissions, emoluments and other benefits to directors, auditors, employees or collaborators of TeamSystem Group companies, including gifts, entertainment, trips or any other type of benefit, including non-pecuniary benefits, in violation of the provisions of the Code of Ethics and the TeamSystem Group Anti-Corruption Code of Conduct.

The Customer undertakes to report to TeamSystem any cases of violations of the principles contained in the Organizational Model, the Code of Ethics, and the Anti-Corruption Code of Conduct, in the manner specified therein.

In the event of non-compliance, even partial, by the Customer with this Section 16 and/or in the event that the representations made by the Customer prove to be erroneous, untrue or incorrect, TeamSystem may terminate the Contract unilaterally pursuant to Article 1456 of the Italian Civil Code, without prejudice in any event to the right sue for compensation for any damage suffered.

**8.9 - Validity of contract clauses.** The terms of this Agreement shall be deemed to be in full force and effect and accepted by the Customer even in the event of non-interest-bearing and/or temporary use of the functionality provided in any capacity by TeamSystem.

**8.10 – Governing law and jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of Italy. Any dispute inherent in, or arising from, the Contract will be devolved to the cognizance of a panel of three arbitrators, appointed in accordance with the Rules of the Chamber of Arbitration of Milan, which will decide according to law, except for (i) injunction proceedings referred to in Articles 633 ff. code of civil procedure and the related opposition phases and (ii) proceedings, precautionary or on merit, relating to the infringement, by the Customer and/or each company of the Customer’s group, of Intellectual Property owned by TeamSystem, any partners and/or the TeamSystem Group, for which the Court of Milan shall have exclusive jurisdiction.

**8.11 - Confidentiality.** It is strictly forbidden for the Parties to communicate and/or disclose or otherwise use, even through third parties and/or entities, any form of news, information and documentation however learned and obtained during the performance of the Contract and which TeamSystem has classified as “confidential”, even if they are not actual trade secrets, whether pertaining to the Parties or to their client and/or supplier companies, except:

- (a) as expressly required by the performance of the Contract;
- (b) under express written permission of the other Party;
- (c) when the Parties are obligated to do so by law and/or by administrative and/or judicial authority order.

Without prejudice to the case in which the information and/or documents referred to herein constitute secret information pursuant to Article 98 of Legislative Decree No. 30/2005, the prohibition referred to in the preceding paragraph shall remain unconditionally in place even after the termination of the Contract, for any cause whatsoever, for the subsequent period of 3 (three) years, deemed reasonable by both Parties, subject to the information falling into the public domain for reasons not attributable to the Parties.

**8.12 -Final clauses.** Any previous individual agreements between the Parties with respect to the subject matter of the Contract are excluded and are deemed to be absorbed and exhaustively superseded by the provisions of the Contract.

Any failure to enforce one or more of the rights under the Contract shall not, however, be construed as a final waiver of those rights and shall not, therefore, prevent the timely and strict performance of those rights at any other time. All communications to the Customer pertaining to the Contract may be made to the email address communicated by the Customer in the Order Form and/or in the registry of the MailUp ® Platform. It is understood that it will be the Customer’s care and responsibility to notify any changes of the email address identified by the Customer for all communications. The Parties agree that: (a) communications in electronic format are deemed to be “in writing” where applicable law requires “in writing” as necessary; and (b) electronic evidence is admissible in court or in any other quasi-judicial proceeding between the Parties.

If one or more of the clauses in this Contract is declared null and void or ineffective by the competent judicial authority, the remaining Contract shall continue to be valid between the Parties, unless said clause was the determining reason for the signing of this Contract.

UNFAIR CLAUSES

The Customer declares, pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, that it has thoroughly read and expressly accepts the contractual clauses set forth in Nos.: 2.2 (Client’s access to the Platform - responsibility); 2.3 (Ownership of Personal Data and appointment as Data Processor - responsibility); 2.4 (Legal basis for processing of Personal Data of message recipients and specific limitations - penalties - responsibility); 2.6 (Additional functions and interoperability - responsibility - suspension of interoperability functions); 3.3. (Prohibition of sublicensing); 3.4 (Sub-licensed use - indemnification); 4.1 (Signing of the Contract, duration, effectiveness, tacit renewal, and termination of the Contract); 4.2 (Termination); 4.3.1, 4.3.2 and 4.3.3. (Fee, billing and payments, interest - ISTAT update and unilateral change of Fees - Withdrawal from the market and replacement of the MailUp Platform5.3 (Authorized contact list - responsibility); 6.1.1 (Representations and Warranties by the Customer); 6.2 (Liability for published information); 6.3 (Liability for Customer’s default); 6.4 (Liability for use of the Platform); 6.6 (Force Majeure); 6.7 (Interruption of service provision); 6.8 (Third-party services); 6.9 (Supplementary Conditions); 6.10 (Message delivery); 6.11 (Limitations of Liability); 7.1 (Mode of Sending and Receiving SMS - Cumulative Purchase, Penalty - Credit Balancing - Change Conversion Table); 7.2 (Provision of Business Messaging Service via Alias); 8.4 (Assignment of Contract); 8.6 (Validity of unilateral amendments and/or additions); 8.7 (Express termination clause); 8.8 (Code of Ethics, Anti-Corruption Code of Conduct and Organizational Model and consequences of violation); 8.10 (Applicable law and jurisdiction); 8.12 (Final clauses - communications in electronic form).

**ANNEX A**  
**MASTER DATA PROCESSING AGREEMENT**  
**(Art. 28 of EU Regulation No. 2016/679)**

BETWEEN

This Data Protection Agreement is between the Supplier, as defined below, and the customer, which accepts this agreement. “**Supplier**” means one or more of the following entities:

- i. TeamSystem S.p.A., with registered office in Pesaro (PU), Via Sandro Pertini 88, tax code and VAT no. 01035310414; and/or
- ii. the company belonging to the group headed by TeamSystem and named in the Contract;

AND

the person named in the Contract as the customer (hereinafter the “**Customer**”),

(Hereinafter, jointly the “**Parties**” or the “**Party**” separately)

**WHEREAS**

- a) the Customer has signed one or more contracts with the Supplier (hereinafter the “**Contract**”);
- b) the Parties intend to regulate in this “*Master Data Processing Agreement*” (hereinafter referred to as the “**MDPA**” or the “**Agreement**”) the terms and conditions of the processing of Personal Data performed by the Supplier under the Agreement and the provision of the Services and the responsibilities related to such processing, including the commitment made by the Supplier as the Personal Data Processor pursuant to Art. 28 of the European General Data Protection Regulation of April 27, 2016 No. 679 (hereinafter “**GDPR**”);
- c) the specific features of the processing of Personal Data are described, with reference to each Service, in the “*special terms for the processing of Personal Data*” available on the site [www.teamssystem.com/GDPR/DPA](http://www.teamssystem.com/GDPR/DPA) (hereinafter “**DPA - Special Terms**”) which form an integral and essential part of this Agreement.

Now therefore, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 The preamble is an integral part of this agreement. In the Agreement the following terms and expressions shall have the meanings associated with them below:

“**Agreement Effective Date**” means the date on which the Customer signs or accepts this Agreement or, if earlier, the effective date of the Contract to which this Agreement is related;

“**Personal Data**” has the meaning set forth in the Data Protection Legislation and shall include, but not be limited to, all data provided, stored, sent, received or otherwise processed, or created by the Customer, or the End User in connection with the use of the Services, to the extent that it is processed by the Supplier, based on the Agreement. A list of categories of Personal Data is provided in the DPA - Special Terms documents;

“**Adequacy Decision**” means a decision of the European Commission on the basis of Article 45(3) of the GDPR as to whether the laws of a certain country ensure an adequate level of protection, as provided by the Personal Data Protection Legislation;

“**Business Days**”: means each calendar day, with the exception of Saturdays and Sundays, and days on which ordinary banks are not normally open for business in Milan;

“**Notifications Email**” means the email address(es) provided by the Customer, when subscribing to the Service or provided through other official channel to the Supplier, to which the Customer intends to receive notifications from the Supplier;

“**Instructions**” means the written instructions given by the Holder in this Agreement (including the relevant DPA - Special Terms documents) and, where applicable, in the Agreement;

“**Personal Data Protection Legislation**” means the GDPR, and any additional rules and/or regulations on the processing of Personal Data issued under the GDPR or otherwise in force in Italy, including Legislative Decree No. 196/2003, as amended and supplemented by Decree No. 101/2018, as well as any binding measure that is found to have been issued by the relevant supervisory authorities (e.g., Data Protection Authority) even before May 25, 2018 and which retains binding effect;

“**Supplier’s personnel**” means managers, consultant employees, and other personnel of the Supplier, excluding personnel of the Additional Data Controllers;

“**Request**” means a request from a Data Subject for access, a request for deletion or correction of Personal Data, or a request to exercise one of the other rights under the GDPR;

“**Additional Processor**” means any subcontractor to whom the Supplier has subcontracted any of its contracted obligations and which, in fulfilling those obligations, may need to collect, access, receive, store, or otherwise process Personal Data;

“**Service(s)**” means the service(s) covered by the Contracts entered into from time to time between the Customer and the Supplier;

“**End User**” means any End User of the Service, Data Controller; and

“**Personal Data Security Breach**” means a breach of security that accidentally or unlawfully results in the destruction, loss, modification, unauthorized disclosure of or access to Personal Data occurring on systems operated by the Provider or over which the Provider has otherwise control.

1.2 The term “including” will be interpreted as being followed by the phrase “but not limited to,” so as to provide a non-exhaustive list of examples.

1.3 For the purposes of this Agreement, the terms “Data Subject,” “Processing,” “Data Controller,” “Data Processor,” “Transfer,” and “Appropriate Technical/Organizational Measures” shall be interpreted in accordance with applicable Personal Data Protection Legislation.

**2. ROLE OF THE PARTIES**

2.1 The Parties acknowledge and agree that the Supplier acts as a Data Processor with respect to Personal Data and the Customer as a rule acts as a Data Controller.

2.2 If the Customer performs processing operations on behalf of another Controller, the Customer may act as Processor. In this case, the Customer warrants that the instructions given and the activities undertaken in connection with the processing of Personal Data, including the appointment by the Customer of the Supplier as an additional Data Processor arising from this Agreement has been authorized by the relevant Data Controller and undertakes to produce to the Supplier, upon its simple written request, the documentation attesting to the above.

2.3 Each of the Parties undertakes to comply, in the processing of Personal Data, with their respective obligations under applicable Personal Data Protection Legislation.

2.4 The Supplier has appointed a Data Protection Officer (DPO), domiciled at the headquarters of TeamSystem S.p.A., via Sandro Pertini 88 in Pesaro, who can be contacted at the following address: [dpo@teamssystem.com](mailto:dpo@teamssystem.com) or at the number +39 0721/42661.

**3. PERSONAL DATA PROCESSING**

3.1 By entering into this Agreement (including each applicable DPA - Special Terms), the Customer entrusts the Supplier to process Personal Data for the purpose of providing the Services, as further detailed in the Agreement and the DPA - Special Terms; the DPA - Special Terms are available via links at [www.teamssystem.com/GDPR/DPA](http://www.teamssystem.com/GDPR/DPA).

3.2 The Supplier agrees to comply with the Instructions, with the understanding that if the Customer requests variations from the initial Instructions, the Supplier will assess the feasibility and agree with the Customer on the said variations and related costs.

3.3 In the cases referred to in Art. 3.2 and in the event of Customer’s requests involving the processing of Personal Data that are, in the opinion of the Supplier, in violation of the Personal Data Protection Legislation, the Supplier is authorized to refrain from carrying out such Instructions and will promptly

notify the Customer. In such cases, the Customer may consider possible variations to the Instructions given or contact the Control Authority to verify the lawfulness of the requests made.

#### 4. LIMITATIONS ON THE USE OF PERSONAL DATA

4.1 In performing the processing of Personal Data for the purpose of providing the Services, the Supplier agrees to process Personal Data:

4.1.1 only to the extent and in the manner necessary to provide the Services or to properly perform its obligations, whether under the Contract and this Agreement or imposed by law or by a competent supervisory or controlling body, or by specific requests of the Customer and/or End User. In the latter circumstance, the Supplier shall notify the Customer (unless prohibited by law for reasons of public interest) by means of a notice transmitted to the Notifications Email;

4.1.2 in accordance with the Customer's Instructions.

4.2 The Supplier's Personnel who access, or otherwise process Personal Data, are in charge of the processing of such data on the basis of appropriate authorizations and have also received the necessary training on the processing of Personal Data. Such personnel are also bound by confidentiality obligations and the company's Code of Ethics and must abide by the confidentiality and data protection policies adopted by the Supplier.

#### 5. OUTSOURCING

5.1 In relation to the entrusting of Additional Processors with Personal Data processing operations, the Parties agree as follows:

5.1.1 the Customer expressly agrees that certain Personal Data processing operations may be entrusted by the Supplier to other TeamSystem Group companies and/or third parties identified in the DPA - Special Terms.

5.1.2 The Customer also consents to the outsourcing of Personal Data Processing operations to additional third parties in the manner set forth in Clause 5.1.4 below.

5.1.3 It is understood that the signing of the Standard Contractual Clauses (provided for in Section 7 below in the case of transfer abroad of Personal Data) by the Customer with an Additional Processor shall be construed as consent to entrust the third party with the processing operations.

5.1.4 In cases where the Supplier uses Additional Processors to perform specific Personal Data processing activities, the Supplier:

5.1.4.1 it undertakes to use Additional Data Processors who ensure adequate technical and organizational measures and guarantees that access to and processing of Personal Data will be carried out only to the extent necessary for the provision of subcontracted services;

5.1.4.2 at least 15 (fifteen) days prior to the date of commencement of the Personal Data processing operations by the Additional Processor, it shall inform the Customer of the entrustment to the third party (as well as of the third party's identification data, its location - and, if applicable, the location of the servers on which the data will be stored, if applicable - and the entrusted activities) by sending a notification email or other means deemed appropriate by the Supplier. The Customer may terminate the Contract within 15 (fifteen) days from receipt of the notice, without prejudice to the obligation to pay the Supplier the amounts due on the date of termination of the Contract.

5.1.5 Any additional information on the list of Additional Processors, the processing entrusted to them, and their location is contained in the DPA - Special Terms documents related to the Services activated by the Customer.

#### 6. SECURITY PROVISIONS

6.1 *PROVIDER'S SECURITY MEASURES* - In performing the processing of Personal Data for the purpose of providing the Services, Supplier agrees to take appropriate technical and organizational measures to prevent unlawful or unauthorized processing, accidental or unlawful destruction, damage, accidental loss, alteration, and unauthorized disclosure of, or access to, Personal Data, as described in Appendix 1 to this Agreement ("**Security Measures**").

6.1.1 Appendix 1 to the Agreement contains data repository protection measures commensurate with the level of risks present with respect to Personal Data, so as to enable the confidentiality, integrity, availability, and resilience of the Supplier's systems and Services, as well as measures to enable the timely restoration of access to Personal Data in the event of a Personal Data Security Breach, and measures to test the effectiveness of such measures over time. The Customer acknowledges and agrees that, taking into account the state of the art, implementation costs, and the nature, scope, context, and purposes of Personal Data processing, the security procedures and policies implemented by the Supplier ensure a level of protection appropriate to the risk with regard to its Personal Data.

6.1.2 The Supplier may update and modify the above Security Measures over time, provided that such updates and modifications shall not result in a reduction in the overall security level of the Services. Notification of such updates and changes will be provided to the Customer by sending notice to the Notifications Email.

6.1.3 If the Customer requires additional Security Measures in addition to the Security Measures, the Supplier reserves the right to assess their feasibility and may charge additional costs to the Customer for such implementation.

6.1.4 The Customer acknowledges and agrees that the Supplier, taking into account the nature of the Personal Data and the information available to the Supplier as specifically set out in the relevant DPA - Special Terms documents, will assist the Customer in ensuring compliance with the security obligations set out in Articles 32-34 of the GDPR in the following ways:

6.1.4.1 by implementing and keeping up to date the Security Measures according to clauses 6.1.1, 6.1.2, 6.1.3 above;

6.1.4.2 by complying with the obligations in Clause 6.3.

6.1.5 It is understood that, in Contracts involving products installed at Customer's premises or at Customer's suppliers (on premises installations), the above Security Measures will apply exclusively in relation to Services involving the processing of Personal Data by the Supplier or its subcontractors (e.g., remote support and assistance, migration services).

6.1.6 If the Product allows integration with third-party applications, the Supplier shall not be responsible for the application of Security Measures related to the third-party components or the way the Product operates resulting from the integration performed by the third parties.

6.2 *CUSTOMER SECURITY MEASURES* - Notwithstanding the obligations set forth in Section 6.1 above incumbent upon the Supplier, the Customer acknowledges and agrees that, in the use of the Services, it remains the sole responsibility of the Customer to take appropriate Security Measures in connection with the use of the Services by its personnel and those authorized to access said Services.

6.2.1 To this end, Customer agrees to use the Services and Personal Data processing features in a manner that provides a level of protection appropriate to the actual risk.

6.2.2 The Customer also agrees to take all appropriate measures to protect the authentication credentials, systems and devices used by the Customer or users at the End User to access the Services, and to make backups and backups of Personal Data to ensure the restoration of Personal Data in accordance with legal requirements.

6.2.3 There shall be no obligation or liability on the Supplier for the protection of Personal Data that the Customer or the End User, if applicable, stores or transfers outside the systems used by the Supplier and its Additional Processors (e.g. in paper files, or at its own data centers, such as in the case of Contracts concerning products installed at the Customer's premises or at the Customer's supplier's premises).

6.3 *SECURITY VIOLATIONS* - Except in the case of Contracts involving products installed at the Customer's premises or at the Customer's suppliers for which this Section 6.3 does not apply, if the Supplier becomes aware of a Security Violation of Personal Data, it shall:

6.3.1 inform the Customer without undue delay by notice forwarded to the Notifications Email;

6.3.2 take reasonable measures to limit the possible damage and security of Personal Data;

6.3.3 provide the Customer, to the extent possible, with a description of the Personal Data Security Breach, including the measures taken to avoid or mitigate the potential risks and the tasks recommended by the Supplier to the Customer to manage the Security Breach;



6.3.4 consider as confidential information, in accordance with the provisions of the Contract, any information pertaining to any Security Breaches, related documents, releases and notices, and without the prior written consent of the Data Controller, it shall not disclose any information to third parties, outside the cases strictly necessary for the fulfillment of the Customer's obligations arising from the Personal Data Protection Legislation.

6.4 In the cases referred to in 6.3 above, it is the sole responsibility of the Customer to fulfill, in the cases provided for by the Legislation on the processing of Personal Data, the obligations to notify the Security Breach to third parties (to the End User if the Customer is a Data Processor) and, if the Customer is a Data Controller, to the Supervisory Authority and the Data Subjects.

6.5 It is understood that the notification of a Security Breach or the taking of measures to deal with a Security Breach does not constitute an acknowledgment of default or liability on the part of the Supplier in relation to that Security Breach.

6.6 The Customer shall promptly notify the Supplier of any misuse of accounts or authentication credentials or any Security Breaches of which it has become aware concerning the Services.

## 7. LIMITATIONS ON THE TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA (SEE)

7.1 The Supplier shall not transfer Personal Data outside the EEA except in agreement with the Customer.

7.2 If, for the purposes of storage or processing of Personal Data by an Additional Processor, it is necessary to transfer Personal Data outside the EEA to a country that does not enjoy an adequacy decision by the European Commission under Art. 45 of the GDPR, the Supplier may adopt other ways of transferring Personal Data that comply with the provisions of the Personal Data Protection Legislation, including in light of the guidance provided by the Court of Justice of the European Union in Case C-311/18 and the European Data Protection Board ("EDPB") in its "Recommendations 01/2020 on Measures Supplementing Transfer Instruments to Ensure Compliance with the Level of Protection of Personal Data in the EU" and "Recommendations 2/2020 on Essential European Safeguards for Surveillance Measures".

7.3 In the cases referred to in Clause 7.2 above with this Agreement the Customer expressly mandates the Supplier to enter into the Standard Contractual Clauses referred to in Article 46(2)(c) of the GDPR for the transfer of Personal Data to processors established in third countries (the "**Standard Contractual Clauses**") with the Additional Processors listed in the relevant DPA - Special Terms documents, as well as to take any additional measures that are reasonably necessary to enable the transfer of Personal Data outside the EEA in accordance with the GDPR requirements.

7.4 Where the End User is the Processor, the Customer agrees to inform the End User of such transfer and declares that the authorization to use the Additional Processor located outside the EEA is equivalent to the aforementioned mandate. Likewise, in the event that the transfer of Personal Data outside the EEA is contingent upon the End User's activation of specific functionality of the Service(s), the activation of such functionality shall be equivalent to the aforementioned mandate.

## 8. INSPECTIONS AND AUDITS

8.1 The Supplier shall periodically audit the security of the systems and processing environments of Personal Data used by it to provide the Services and the locations where such processing occurs. The Supplier will have the right to engage independent professionals selected by the Supplier to conduct audits according to international standards and/or best practices, the outcomes of which will be reported in specific reports ("**Reports**"). Such Reports, which constitute confidential information of the Supplier, may be made available to the Customer to enable it to verify the Supplier's compliance with its security obligations under this Agreement.

8.2 In the cases provided for in Article 8.1, the Customer agrees that its right of verification will be exercised through verification of the Reports made available by the Supplier.

8.3 The Supplier acknowledges the Customer's right, in the manner and to the extent set forth below, to conduct independent audits to verify the Supplier's compliance with the obligations set forth in this Agreement and in the respective DPA - Special Terms documents, and of the provisions of the regulations. The Customer may use its own specialized personnel or external auditors for such activities, provided that these individuals are bound in advance by appropriate confidentiality commitments.

8.4 In the case referred to in 8.2 above, the Customer shall first send a written request to the Data Protection Officer (DPO) of the Supplier. Following the request for an audit or inspection, the Supplier and the Customer will agree, prior to the commencement of activities, on the details of such audits (start date and duration), the types of audits and the subject matter of the audits, the confidentiality constraints to which the Customer and those conducting the audits are to be bound, and the costs that the Supplier may charge for such audits, which will be determined in relation to the extent and duration of the audit activities.

8.5 The Supplier may object in writing to the appointment by the Customer of any external auditors who are, in the sole judgment of the Supplier, not adequately qualified or independent, are competitors of the Supplier, or who are demonstrably unsuitable. In such circumstances, the Customer will be required to appoint other auditors or conduct the audits itself.

8.6 The Customer agrees to pay to the Supplier any costs calculated by the Supplier and communicated to the Customer at the stage referred to in Clause 8.4 above, in the manner and within the time frame agreed therein. The costs of verification activities commissioned by the Customer from third parties remain the sole responsibility of the Customer.

8.7 This is without prejudice to the provisions in relation to the rights of inspection of the Data Controller and the authorities in the Standard Contractual Clauses, if any, signed pursuant to Section 7 above, which shall not be deemed to be modified by any of the provisions contained in this Agreement or in the relevant DPA - Special Terms documents.

8.8 This Section 8 does not apply to Contracts involving products installed at Customer's premises or at Customer's suppliers.

8.9 Verification activities involving any Additional Processors should be conducted in accordance with the Additional Processors' access rules and security policies.

## 9. ASSISTANCE FOR COMPLIANCE PURPOSES

9.1 The Supplier shall provide assistance to the Customer and cooperate in the following ways in order to enable the Customer to comply with its obligations under the Personal Data Protection Legislation.

9.2 If the Supplier receives requests or complaints from a Data Subject in relation to Personal Data, the Supplier will recommend that the Data Subject contact the Customer or the End User if the latter is the Data Controller. In such cases, the Supplier will promptly notify the Customer of the receipt of the Request by sending a Notifications Email and will provide the Customer with the information available to it along with a copy of the Request or Complaint. It is understood that this cooperation activity will be carried out on an exceptional basis, as the management of relations with Data Subjects remains excluded from the Services and it is the responsibility of the Customer to handle any complaints directly and to ensure that the point of contact for the exercise of rights by Data Subjects is the Customer itself, or the End User if a Data Controller. It will be the responsibility of the Customer, or the End User if it is a Data Controller, to provide follow-up to such requests or complaints.

9.3 The Supplier will promptly inform the Customer, unless prohibited by law, with notice to the Notifications Email of any inspections or inquiries submitted by supervisory authorities and law enforcement agencies with respect to anything involving the processing of Personal Data.

9.4 If, for the purpose of handling the requests referred to in the preceding paragraphs, the Customer needs to receive information from the Supplier about the processing of Personal Data, the Supplier will provide the necessary assistance to the extent reasonably possible, provided that such requests are made with reasonable notice.

9.5 The Supplier, taking into account the nature of the Personal Data and the information available to it, will provide reasonable assistance to the Customer in making available useful information to enable the Customer to carry out Personal Data protection impact assessments in the cases required by law. In such a case, the Supplier will make available general information based on the Service, such as the information contained in the Contract, this Agreement,

and the DPA - Special Terms documents relating to the affected Services. Any requests for customized assistance may be subject to payment of a fee by the Customer. It is understood that it is the sole responsibility and burden of the Customer, or of the End User if a Data Controller, to carry out the impact assessment based on the characteristics of the processing of Personal Data put in place by it in the context of the Services.

9.6 The Supplier undertakes to render Services in accordance with the principles of minimization of processing (*privacy by design & by default*), it being understood that it is the sole responsibility of the Customer, or the End User, if a Data Controller, to ensure that processing is then concretely conducted in accordance with these principles, and to verify that the technical and organizational measures of a Service meet the Company's compliance requirements, including the requirements of the Data Protection Legislation.

9.7 The Customer acknowledges that, in the event of Personal Data Portability requests made by the respective Data Subjects, and only in relation to the Services that generate Personal Data relevant for this purpose, the Supplier will assist the Customer by making available the information necessary to extract the requested data in a format that complies with the Personal Data Protection Legislation.

9.8 Sections 9.5 and 9.7 above do not apply in the case of Contracts involving products installed at Customer's premises or at Customer's suppliers.

## **10. CUSTOMER OBLIGATIONS AND LIMITATIONS**

10.1 The Customer agrees to give Instructions in accordance with the legislation and to use the Services in a manner that complies with the Personal Data Protection Legislation and only to process Personal Data that has been collected in accordance with the Personal Data Protection Legislation.

10.2 Any processing of Personal Data as referred to in Articles 9 and 10 of the GDPR will be permitted only where expressly provided for in the DPA - Special Terms; outside such cases, any processing of such Personal Data will be permitted only by prior written agreement between the Parties pursuant to the provisions of Clause 3.2.

10.3 The Customer agrees to comply with all obligations placed on the Data Controller (and, in cases where such obligations are placed on the End User, warrants that similar obligations are imposed on the End User) by the Personal Data Protection Legislation, including the obligations to inform Data Subjects. The Customer also undertakes to ensure that the processing of Personal Data carried out through the use of the Services only takes place when there is a suitable legal basis.

10.4 If the release of information and obtaining of consent is to take place through the product covered by the Contract, the Customer declares that it has evaluated the product and that it meets the Customer's needs. It also remains the Customer's responsibility to assess whether any forms made available by the Supplier to facilitate the fulfillment of the disclosure and consent obligations (e.g., privacy policy template for Apps or disclosures in applications), when available, comply with the Personal Data Protection Legislation and adapt it were deemed appropriate.

10.5 It is also the sole responsibility of the Customer to provide for the management of Personal Data in accordance with the requests made by the Data Subjects, and therefore to provide, for example, any updates, additions, corrections, and deletions of Personal Data.

10.6 It is the Customer's responsibility to keep the account linked to the Notifications Email active and current.

10.7 The Customer acknowledges that, pursuant to Art. 30 of the GDPR, the Supplier is required to maintain a record of the processing activities performed on behalf of the Data Controllers (or Processors) and to collect for this purpose the identification and contact details of each Data Controller (and/or Processor) on whose behalf the Supplier acts and that this information must be made available to the competent authority upon request. Therefore, when requested, the Customer agrees to give the Supplier the above identification and contact information in the manner identified by the Supplier over time and to keep this information updated through the same channels.

10.8 The Customer therefore declares that the Personal Data processing activities, as described in the Contracts, this Agreement and the related DPA - Special Terms documents, are lawful.

## **11. TERM**

11.1 This Agreement shall be effective as of the Effective Date and shall terminate automatically, on the date of deletion of all Personal Data by the Supplier, as provided in this Agreement and, if provided, in the relevant DPA - Special Terms documents.

## **12. PROVISIONS FOR THE RETURN OR DELETION OF PERSONAL DATA**

12.1 Upon termination of the Service, for any cause whatsoever, the Provider

12.1.1 will arrange for the deletion of Personal Data (including any copies) from the Provider's systems or those over which the Provider has control within the period provided for in the Contract, except where the retention of the data by the Provider is necessary or permitted in order to comply with a provision of Italian or European law;

12.1.2 will destroy any Personal Data stored in paper format in its possession, except where the retention of the data by the Supplier is necessary for the purposes of compliance with Italian or European law; and

12.1.3 will keep the Personal Data available to the Customer for extraction for the period of stipulated in the Contract. Where the Contract does not provide for a specific time limit, the Supplier will keep the Personal Data available for extraction by the Customer for the period of 60 (sixty) days following the termination of the Contract.

12.2 The Customer acknowledges that it may extract Personal Data, upon termination of the Service, in the manner agreed to in the Agreement, and agrees that it is its responsibility to provide for the full or partial extraction of only such Personal Data as it deems useful to retain, and that such extraction shall be made prior to the expiration of the time limit set forth in Section 12.1.3.

12.3 It is understood that the provisions of Sections 12.1 and 12.2 do not apply to Contracts involving products installed at Customer's premises or at Customer's suppliers. In such cases, it is the Customer's responsibility to extract, no later than the time limit provided in the Contract, the Personal Data it deems useful to retain; the Customer acknowledges that after the aforementioned time limit, the Personal Data may no longer be accessible. In the cases referred to in this Section 12.3, it also remains the responsibility of the Customer to arrange for the deletion of the Personal Data in accordance with the law.

12.4 Any additional or different provisions about the deletion of Personal Data in the Contract and in the respective DPA - Special Terms remain unaffected.

## **13. LIABILITIES**

13.1 Each Party is responsible for the fulfillment of its obligations under this Agreement and related DPA -Particular Conditions and Personal Data Protection Legislation.

13.2 Subject to the mandatory limits of the law, the Supplier shall be liable to indemnify the Customer in the event of breach of this Agreement and/or the related DPA - Special Terms within the maximum limits agreed in the Agreement.

## **14. MISCELLANEOUS PROVISIONS**

14.1 This Agreement supersedes any other agreement, contract, or understanding between the Parties with respect to its subject matter as well as any instruction given in any form by the Customer to the Supplier prior to the date of this Agreement regarding the Personal Data processed in the performance of the Agreement.

14.2 This Agreement may be amended by the Supplier by giving written notice (including by email or computer programs) to the Customer. In such a case, the Customer will have the right to terminate the Contract by written notice sent to the Supplier by registered letter with acknowledgment of receipt within 15 days of receipt of the Supplier's notice. In the absence of any exercise of the right of withdrawal by the Customer, in the terms and manner set forth above, the amendments to this Agreement shall be deemed to be finally known and accepted by the Customer and shall become finally effective and binding.

14.3 In the event of any conflict between the provisions of this Agreement and the provisions of the Agreement for the Provision of Services, or in Customer documents not expressly accepted by the Supplier in derogation of this Agreement and/or the respective DPA - Special Terms documents, the provisions of this Agreement and the clauses of the respective DPA - Special Terms shall prevail. Likewise, in case of conflict between the provisions of this Agreement and the provisions of the clauses of the relevant DPA - Special Terms, the provisions of the clauses of the relevant DPA - Special Terms shall prevail.

## Appendix 1

### MAILUP PLATFORM SPECIAL TERMS

These Special Terms form an integral and substantive part of the applicable TeamSystem Master Data Processing Agreement (“**MDPA**”) in connection with the processing of Personal Data performed by the Supplier for the purpose of providing the services set forth in the General Licensing Terms and Conditions for the product at hand (the “**Services**”).

For all matters not expressly provided for therein, the provisions and definitions set forth in the MDPA and the Contract shall apply and are hereby referred to in full.

<b>Product</b>	MailUp Platform
<b>Supplier</b>	TeamSystem S.p.A.
<b>Purpose</b>	Provision of Services by the Supplier to the Customer. In particular, the processing of Personal Data pertains to the provision of an online digital Platform that allows the user to directly and on their own manage marketing campaigns and online communications, through the use of different messaging channels and as better defined in the MailUp Platform User License Agreement.
<b>Methods of delivery</b>	as a Service
<b>Categories of Personal Data</b>	<p>For the purposes of the provision of the Services under the MailUp Platform License Agreement, Provider may process, as a Processor pursuant to Article 28 of the GDPR, the following categories of Third-Party Personal Data provided, stored, transmitted, or produced by the Customer (meaning also the relevant employees authorized to use the Services), or by the parties in whose favor the Services are provided (“<b>End User</b>” or “<b>Third Party Beneficiaries</b>”) in the context of the use of the Product:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identification and contact data;</li> <li><input type="checkbox"/> Data collected by tracking technologies and devices where not disabled by the Customer;</li> <li><input type="checkbox"/> Any other Personal Data provided by the Customer.</li> </ul> <p>As a rule, the MailUp Service does not provide for the processing of special categories of data or judicial data.</p>
<b>Categories of Data Subjects</b>	<p>In providing the Services, the Supplier may process Personal Data provided, transmitted, stored, or created by the Customer, or End User, relating to the following categories of Data Subjects:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Recipients of communications sent by the Client through the Provider Services.</li> </ul>
<b>Main processing activities</b>	The Provider processes the Personal Data provided, stored, transmitted, collected, or created by the Customer or End User in the context of the use of the Services related to the MailUp Product and indicated in the General Terms and Conditions.
<b>Place of storage of Personal Data by the Supplier</b>	<p>The MailUp Platform relies on a physical data center located in Italy that can be accessed by our staff either physically (with biometric control) or via a virtual private network.</p> <p>Where required, we use service providers/partners only after verifying that they can provide an adequate level of security, privacy and precise guarantees on the possibility of handling data processing entirely in Europe.</p>
<b>Duration</b>	Personal Data are retained in accordance with the provisions of Section 12 of the MDPA.
<b>Security Measures</b>	<p>The Provider implements and maintains the Security Measures set forth at the following links:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <a href="https://academy.mailup.it/gdpr-impegno-di-mailup/">https://academy.mailup.it/gdpr-impegno-di-mailup/</a></li> <li><input type="checkbox"/> <a href="https://academy.mailup.it/gdpr-infrastruttura/">https://academy.mailup.it/gdpr-infrastruttura/</a></li> </ul> <p>Periodically, the Provider may update or modify these Security Measures, provided that such updates and modifications do not result in the deterioration of the overall security of the Provider’s Services or otherwise decrease the level of security agreed upon below.</p> <p>In the event that the Customer decides to use the AI Assistant Service, the Security Measures shall also be understood to be supplemented by the Security Measures put in place by OpenAI as available on the <a href="#">dedicated page</a>.</p>
<b>Data Subject inquiries received by the Supplier</b>	Where the Supplier receives requests for the exercise of rights from a Data Subject whose Personal Data is processed by the Supplier on behalf of the Customer, the Supplier will notify the Data Subject to address his or her request directly to the Customer.
<b>Third parties that process Personal Data of the Customer/End User in the context of the Service and the place of data processing</b>	<p>For processing operations of Personal Data related to the provision of Services, the Supplier may use other companies of the TeamSystem Group or selected third parties that offer guarantees of data confidentiality, in particular for the provision of the following categories of services:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> IT services, such as Amazon Inc. for providing support network services and storage of images uploaded by customers, including content delivery network (CDN) and Web proxy services;</li> <li><input type="checkbox"/> SMS traffic routing services to telephone operators;</li> <li><input type="checkbox"/> OpenAI Ireland Ltd for the provision of the AI Assistant Service (should the Client choose to use such a service).</li> </ul> <p>These third parties, or their subcontractors may also carry out Personal Data transfer activities in countries outside the European Economic Area, including the United Kingdom and the United States of America.</p> <p>In any case, each transfer of Personal Data outside the European Economic Area, is carried out in compliance with the measures provided for in Articles 44-49 of the GDPR and in general by the Personal Data Protection Legislation as well as on the basis of specific transfer-related risk assessments (Transfer Impact Assessment or TIA) conducted with positive results.</p> <p>In addition, any transfers outside the European Economic Area to sub-recipients employed by OpenAI Ireland Ltd. (a list of which is available at the following <a href="#">link</a>) 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 additional safeguards provided by OpenAI.</p> <p>More information and a complete and updated list of third parties that process data on behalf of the Supplier can be obtained by writing to <a href="mailto:privacy@teamsystem.com">privacy@teamsystem.com</a>.</p>