

END USER LICENSE AGREEMENT XCALLY

These General Conditions and its annexes govern the contract signed between Xcally S.r.l. and the Customer/Partner in relation to the License that is the subject of this Agreement.

Article 1 - Definitions.

For the purposes of these General Terms and Conditions:

"Customer": the legal entity or natural person who for its own business and professional purposes applies for the activation of the License;

"Contract": the agreement between Licensor and the Customer having as its object the provision of the License and related services and consisting of the Economic Offer, its annexes, the Support Agreement and, where applicable, the appointment(s) as Data Processor.

"Licensor": the company Xcally S.r.l., P.IVA 09668910012, with registered office in 20037 - Paderno Dugnano (MI), Italy, Via I Maggio, n. 13. It is the Technology Solution provider & Vendor of products and services supporting business-customer relationship processes. Through an approach oriented to evolving customer needs, it creates and engineers solutions to innovate customer engagement, customer management and customer experience processes;

"Offer": the commercial order document, in electronic or paper format, completed and accepted (including online) by the Customer and containing certain specifically applicable terms and conditions as stated in the order. It is understood that in the event of any discrepancy between the terms and conditions set forth in the Offer and the provisions of this Agreement, the latter provisions shall prevail;

"Parties": Xcally and the Customer referred to jointly;

"Partners": parties qualified by Xcally and entitled to resell technology solutions prepared by the Writer. In accordance with the service setting, the Client role may coincide with the Partner role;

"Software": the omni-channel communication Software solution, available on cloud or on premise, designed to easily, efficiently and effectively manage the relationship with customers through multiple channels: SMS, e-mail, fax, telephone, video and social (Facebook, WhatsApp, Messenger, WeChat, etc.);

"User": an individual who is part of the Customer's organization and who uses the Software, whose actions bind the Customer and entails direct responsibility for its actions;

"Services": the features integrated in the Xcally Software, usable and accessible according to the specific setting accepted by the Customer and defined by the Parties in the Offer;

"WhatsApp": WhatsApp Inc and/or Meta;

"WhatsApp Business API Provider": global service provider to whom Meta has released the WhatsApp Business application programming interfaces (API) - <https://www.Meta.com/business/partner-directory/>; the Provider described therein is also authorized by Meta to market telephone traffic;

Article 2 - Purpose and description of the service/application.

Xcally S.r.l.

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Capitale Sociale € 200.000 i.v.
Società soggetta a dir. e coord. Technesy Holding S.p.A.



- 2.1 By means of this Agreement the Licensor, as the owner of the Software, grants the Customer a non-exclusive, time-limited license to use the Software, subject to the terms and conditions provided herein. The Software shall remain the property of Licensor, or its successors in title, the sole owner of the relevant copyright and economic use rights, as well as the holder of the source code.
- 2.2 The Customer is only granted a right to use the Software as an end user, without any right to grant sublicenses or to assign, in whole or in part, this Agreement or any of the rights arising hereunder.
- 2.3 Customer agrees not to use the Software for purposes and in ways other than those expressly set forth in this Agreement.
- 2.4 Licensor reserves the right, in its sole discretion, at any time and from time to time, to change any or all of the features and conditions of use of the Software, without limitation or liability of any kind.
- 2.5 This Agreement describes the rules relating to the delivery of the Software made available to the Customer as a result of the Customer's request for activation to use the service covered by these terms and conditions.
- 2.6 The Software delivers various Services and has multiple functionalities, which will be accessible by the Parties according to the configuration that will be defined in the Offer. Modules and Services not included in the Offer will not be usable by the Customer. Any integration requires the signing of the appropriate Offer document.
- 2.7 Description of Profiles
There are three types of profiles in the platform:
- Administrator
The administrator configures the platform and defines the workteams by setting up the activities of the various agents and collaborators, indicating which channels to use (phone, email, chat, video social network or other) to interact with customers and placing them in the corresponding queues according to their greater skills or work organization.
 - Supervisor
Supervisors can monitor all interactions in their contact center and configure agent statuses and change them according to operational needs. They can access forms and functions and modify them according to the permissions set by the Administrator.
 - Agent
Agents use the desktop bar to manage interactions with users and set their status (paused, operational, lunch, etc.), functions that at any time. Supervisors can set and modify according to operational needs.
- 2.8 License Functionality: as specified above, the License - depending on the setting defined by the Parties in the Offer - allows the Customer to use different Services, whose features are detailed in the product WIKI viewable at the following address: <https://xcally.atlassian.net/wiki/spaces/XM/overview>
- 2.9 Types of License
The Licensor provides the Software to the Customer with different types of licenses, shown below:
- Use License: with a Use License, Licensor grants the Customer a time-limited, fee-based, non-exclusive, non-transferable, non-sublicensable license to use the Software. The duration of the License to Use as well as the consideration due, the terms and conditions of payment, will be defined in the signed offer document of the Customer.
 - Trial License: with a Trial License, the Licensor grants the Customer a 30 (thirty) day, royalty-free, non-exclusive, non-transferable, non-sublicensable license to use the Software. In any case, the right of use under the Trial License is limited to the exclusive purposes of testing and evaluation of the Software. Any use, directly or indirectly, in whole or in part commercial, for profit, training

or any other purpose other than the testing or evaluation of the Software is therefore excluded. The functions and use of the Software may be restricted at Licensor's sole discretion. The duration and effectiveness of the Trial License shall commence on the day when the Customer has completed the account creation process, the user page has been activated and made accessible. After 30 (thirty) days of validity of the Trial License, the same will be replaced of the subscription chosen by the party with the order document. This is without prejudice to the right of termination, to be exercised with notice of at least 7 (seven) days from the date of expiration of the Trial License. At the end of the validity period of the Trial License, where Customer has given notice of termination, Customer will be inhibited from accessing the Software, resulting in the deletion of its account and Content. In such case, Customer shall have no claim against Licensor for any reason or title whatsoever.

- Custom License: Licensor may, from time to time and in its complete discretion, allow Customer to use the Software or specific features thereof under terms and conditions different from those covered by this Agreement and specifically agreed upon through separate agreement with Customer. In such case, in the event of any conflict between the individual provisions of the Agreement and those of the Customized License agreement, the provisions of the latter shall prevail, subject to the applicability of the provisions of this Agreement not in conflict with the Customized License.

2.10 Data Security: in order to safeguard and protect the data transmitted by the application and stored in its central database, the following security measures are applied: all traffic between the browser and the server is processed via HTTPS protocol using an SSL certificate. The connection between the application and the database is via secure connection using the SSL protocol. The data contained in the system database is encrypted using the InnoDB (data-at-rest encryption) of MySQL using the AES algorithm. Information containing personal data (such as messages sent and received, account information, contacts, call records), if in the possession and/or transferred/processed by the Licensor, is saved in the database using transparent data encryption (TDE).

Art. 3 - Activation.

- 3.1 In order to take advantage of the Software appropriate instructions and what is necessary for the activation of the License will be provided by Licensor.
- 3.2 In case of activation of the WhatsApp Service, it is the Customer's burden and responsibility to manage with the WhatsApp Business API Provider, indicated by the Licensor, every technical and commercial profile necessary for the activation of the Service in question
- 3.3 The Customer declares that it has carefully verified the economic and contractual conditions of its broadband connection necessary for the purposes of providing the service, as well as any other requirements and conditions necessary for the proper functioning of the Software (for which please refer to the product WIKI) and guarantees, therefore, that there is no prohibition and/or restriction of a technical or contractual nature to the use of the same for the purposes of the usability of the service.
- 3.4 It is therefore excluded any and all forms of liability for inefficiencies suffered by the Customer and originated by an insufficiency of the Customer's connection and/or the lack of compatibility of the computer tools used by the customer.

Art. 4 - Fees

- 4.1 In the event of a monthly subscription, the Customer agrees to pay to the Licensor, the amount established in the offer, in the form and manner described therein. The Customer acknowledges that, in the absence of successful payment of the fee, the Licensor will not activate the License.

- 4.2 The Customer who has purchased the monthly subscription expressly acknowledges that the payment made in favor of the Licensor will be automatically renewed at the end of the applicable subscription period, authorizing as of now to be charged through the payment instrument used for the first purchase, unless the Customer formulates notice of cancellation prior to the expiration date of the subscription, as per the conditions set forth in the Offer document. The cancellation will take effect from the day following the last day of the subscription's validity. On that date, access to and use of the License will be precluded. Conversely, until the termination becomes effective, the Customer may continue to fully enjoy the License.
- 4.3 Assuming an annual subscription, the Customer agrees to pay to the Licensor the amount set forth in the offer, in the form and manner described therein. The Customer acknowledges that, in the absence of successful payment of the fee, the Licensor will not activate the License.
- 4.4 The Customer who has purchased the annual subscription expressly acknowledges that the payment made in favor of the Licensor will be automatically renewed at the end of the applicable subscription period, authorizing as of now to be charged through the payment instrument used for the first purchase, unless the Customer formulates notice of cancellation prior to the expiration date of the subscription, as per the conditions set forth in the Offer document. The cancellation will take effect from the day following the last day of the subscription's validity. On that date, access to and use of the License will be precluded. Conversely, until the termination becomes effective, the Customer may continue to fully enjoy the License.
- 4.5 The Licensor may change, from time to time, the subscription prices, subject to six months' notice to the Customer. However, the price change shall not take effect until after the expiration of the aforementioned notice period in the case of an existing subscription with a remaining term exceeding the notice period. On the contrary, the price change will be automatically applied by Licensor in case of renewal of the current subscription and subsequent to such event, in the absence of termination formulated by the Customer in the manner set forth in Article 6.2 below. The price change shall be deemed finally accepted by the Customer if the Customer continues to use the Software after the price change has become effective. Where the Customer does not intend to accept the price change, the Customer may freely give notice of cancellation to renewal pursuant to Article 6.2.
- 4.6 In the event of non-payment of no. 1 (one) invoice issued by Licensor and overdue for more than 15 (fifteen) days, Licensor may suspend access to and use of the License without any prior notice, regardless of any outstanding disputes between the parties and relating to the content referred to in the invoices in question. In such case, the parties agree to handle such disputes in good faith and fair cooperation. The License will be reinstated upon receipt of payment from the Licensor. Suspension of the License for the reasons indicated above does not determine cause for termination of the Contract nor does it confer any right in favor of the Customer, nor does it modify the fees due to the Licensor, which are in any case due even during the period of suspension of the License.
- 4.7 This is without prejudice to the right, provided in favor of the Licensor, in the event of non-payment of the amounts due, 20 (twenty) days after the due date of the invoice not fully paid, to withdraw from the contract. In this case, the Customer shall be obliged to pay the amount accrued and a penalty the value of which corresponds to num. 3 (three) monthly payments, without prejudice in any case to the right to compensation for further damages.
- 4.8 For cases of Trial License (art. 2.7) no amount shall be due by the Customer in favor of the Licensor as consideration for the License. Otherwise, in the case of Customized License (art. 2.7) the terms and conditions of payment will be defined by means of separate agreement between the Licensor and the

Client. Otherwise, even in the case of a Customized License, the terms and conditions set forth in this article shall apply.

- 4.9 It is specified that, in case of activation of the WhatsApp Service, with reference to the policies defined by Meta Inc, or by the chosen Whatsapp Business API Provider, the Whatsapp Fees related to the service shall be invoiced directly and exclusively to the customer by the global service provider (see WhatsApp Business APIProvider) identified by the Parties.

Article 5 - Billing, payment terms and conditions - recourse

- 5.1 Customer shall pay to Licensor the amounts due within the payment terms communicated and accepted at the time of purchase in the Offer. The amount shall be exclusive of any cost, tax and/or fee not better specified. Any additional taxes, fees and/or costs shall be borne by the Customer, who shall have no claim against Licensor.
- 5.2. Any amounts owed by Customer pursuant to the provisions of Article 5.1 shall be charged to Customer by means of the issuance of an appropriate invoice by Licensor (amount outside the scope of VAT pursuant to Presidential Decree No. 633 of 26.10.72, as amended). The Customer shall make payment according to the terms and conditions defined in the Offer.
- 5.3. Traceability of financial flows. In the event that the Customer is configured as a subject falling within the scope of application of Article 3 of Law No. 136 of August 13, 2010, it is understood that:
- (a) Licensor assumes the obligations, provided therein, of traceability of financial flows, applicable to the services covered by this Contract.
 - b) this Contract shall be terminated in all cases in which the transactions related thereto are carried out in a manner different from that provided for by the aforementioned rule for the services covered by this Contract.

Article 6 - Duration and termination

- 6.1. The Contract shall have a duration established in the Offer depending on the type of solution chosen by the Customer at the time of ordering and shall run from the date of the request for activation of the License.
- 6.2. To the extent permitted by law, the Contract, will be renewed, at the first expiration, tacitly from month to month, in the case of monthly subscription; from 12 months to 12 months in the case of annual subscription, except in both cases the formulation of termination by either Party to be communicated by P.e.c. In the case of monthly subscription, notice of termination shall be given 30 days in advance of each monthly due date. The notice shall be 60 days with respect to the annual subscription solution.
- 6.3. The Licensor may unilaterally terminate the Contract at any time and for any reason whatsoever, including in the case of intervening declaration of bankruptcy against the Customer or in the case of subjecting the same to one of the bankruptcy proceedings, by registered letter with return receipt or PEC with a notice of 30 (thirty) days.

Article 6 bis - Reduction of Licenses

- 6bis.1 Any reduction in the number of Licenses and/or Services shall not take immediate effect, but shall be valid from the date of renewal.

Art. 7. Updates and Upgrades.

- 7.1 Licensor may, periodically and at its complete discretion, develop and provide Customer with updates to the Software for the purpose of eliminating any defects in the Software and offering new or improved features.
- 7.2 The right to use upgrades is based on the applicable license model and Customer's right to use the Software. Customer has the right to use an update and upgrade only if it has the right to use the

Software or if it is entitled to obtain the update and/or upgrade as prescribed in the offer. Upgrades do not grant Customer any additional or expanded right to use the Licensed Software.

- 7.3 Customer acknowledges and agrees that upgrades may result, at Licensor's sole discretion, in the modification or elimination of certain features of the Software or consist of replacements or migrations (even partial) of the Software.

Art. 8. Support and Assistance.

- 8.1 Licensor will provide service and support for the Software exclusively from remote locations.
- 8.2 The service and support profile provided by Licensor corresponds to what was specifically signed by Customer when ordering the Software and related services (see Exhibit 1).
- 8.3 It is understood that, in any case, even where the intervention of the support service is not sufficient to resolve the problems detected by the Customer, the latter shall in any case have nothing to claim from Licensor, for whatever reason and/or title.

Art. 9. Open Source Software.

- 9.1 By this Agreement, Customer acknowledges that the Software may contain open source code. Nothing in this Agreement shall limit Customer's rights under any open source license. Customer acknowledges that the open source software license subsists solely between Customer and the relevant open source software licensor.
- 9.2 The term "open source software" means any software or component thereof or technology that is subject to an open source license. Open source licenses are generally licenses that make a source code available for free modification and distribution, but may also apply to technologies received and distributed solely in object code form. For more details on open source software used by Licensor under this Agreement, please refer to the product WIKI, available at <https://xcally.atlassian.net/wiki/spaces/XM/overview>

Article 10 - Obligations of the Customer.

- 10.1 In the case of a natural person Customer, the latter declares and warrants that he/she is at least 18 years of age or that he/she has the different and greater age required by the applicable Law in the State where the Customer has his/her residence, for the full recognition of the legal capacity to contract. The natural person Customer also warrants that it has full and unconditional legal capacity to assume all, without exception, the obligations under this Agreement and that there are no impediments and/or limitations of any kind to such capacity.
- 10.2 In the case of a Legal Person Customer, the natural person who will be accepting this Agreement and registering the account on behalf of the Legal Person Customer represents and warrants that he or she has all necessary authority to effectively and legally bind the Legal Person Customer in accordance with the obligations set forth in this Agreement.
- 10.3 The Customer may use the Software only in accordance with the terms of this Agreement. Customer is solely responsible for the use of the Software and is required to adhere to, and ensure compliance with, all Laws related to the use of the Software, without limitation.
- 10.4 For the purpose of registering your account and/or using certain features of the Software, Customer will not be required to provide any personal information. Customer assumes full responsibility for ensuring the security of its login credentials and agrees not to disclose such information to third parties.
- 10.5 Customer agrees that it is solely responsible for Content submitted, transmitted, displayed and/or uploaded by it while using the Software, and for compliance with all Laws regarding such Content, including, without limitation, Laws requiring Customer to obtain consents to the transmission, acquisition and display of such Content. Customer represents and warrants that it has the right to upload Content to the Software and that such use does not violate any rights of any third party or any

Laws applicable to this Agreement under Section 24, or those different Laws applicable where such Content is transmitted and/or received and/or where Customer has its residence or registered office. In no event shall Licensor be liable in any way for a) Content transmitted or displayed during the use of the Software, b) errors or omissions in the Content, c) loss or damage of any kind resulting from the use of, access to, or denial of access to the Content.

- 10.6 The Customer expressly acknowledges that the Licensor may not have any prior control over the Content, recognizing exclusively on the part of the Customer itself any responsibility regarding the possible, total or partial, direct or indirect unlawfulness of the Content or of the manner of use of the Software.
- 10.7 Customer is responsible for compliance with all applicable Laws regarding the recording of images, video, audio and otherwise of any Content. In such case, Customer provides Licensor or its successors in title, consent to store, where applicable, such Content and indemnifies Licensor with respect to any third party or other third party claims inherent, directly or indirectly, in whole or in part, in such Content.
- 10.8 You agree not to use the Software for the purpose of (i) modifying, disassembling, decompiling, making derivative works, reverse engineering, or otherwise attempting to gain access to the source code of the Software, (ii) abusing, interfering with, or damaging the networks of Licensor or its forwards or other Users, (iii) engaging in illegal, fraudulent, false, or deceptive activities, (iv) transmit through the Software any Content that may infringe the intellectual property or other rights of any third party, (v) use the Software to disseminate Content that is unlawful, harassing, defamatory, threatening, obscene or contrary to public policy or morality, infringes the intellectual property rights of any third party or is otherwise unlawful, may give rise to civil liability, or constitutes or encourages conduct that may constitute a criminal offense, under any Law, (vi) upload or transmit Content that may damage and/or adversely affect the performance of the Software or that may damage and/or extract information or data of other Users, (vii) engage in any activity or use the Software in any manner that may damage, interfere and/or adversely affect the Software with servers or networks connected to it and/or with Licensor's security systems, (viii) use the Software in violation of applicable Laws, including, without limitation, anti-spam, export control, and anti-terrorism Laws or regulations, Laws that require the consent of the subjects of the audio and video recordings and for which Customer agrees to be solely responsible for compliance. When activating the WhatsApp Service, Customer further agrees not to act in violation of the terms and conditions of WhatsApp's Business Policy and Commerce Policy(<https://www.whatsapp.com/legal/business-policy/?lang=en>; <https://www.whatsapp.com/policies/commerce-policy/?lang=en>).
- 10.9 Where Customer becomes aware of violations of this Agreement, Customer agrees to notify Licensor without delay by taking advantage of the contacts in Article 16 of the Agreement. The Licensor may review reports and violations brought to its attention and may take any action it deems appropriate, including removal of Content or revocation of accounts and Users, at its discretion. In no event shall Licensor be held liable in any way for any data or other Content displayed while using the Software, including but not limited to errors or omissions in such data or Content, loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or Content.
- 10.10 Customer shall be solely liable for any damages caused to Licensor, its licensors, partners, associated service providers and subcontractors, other Users of the Software, and other natural or legal persons as a direct or indirect consequence of a breach of the provisions of this Agreement.
- 10.11 Customer agrees to hold Licensor, its licensors, partners, associated service providers and subcontractors, other Users of the Software and other natural or legal persons harmless and indemnified from any and all detrimental consequences, losses, expenses, damages or liabilities that

may arise to them as a consequence of, direct or indirect, (i) the breach of the provisions set forth in this Agreement, (ii) the transmission, display and/or uploading of any Customer Content, (iii) any activity in which Customer misuses the Software, and (iv) the violation of any Law or the rights of any third party by Customer.

- 10.12 It is Customer's responsibility to provide for periodic backups during the term of the Agreement of the data and content also entered by Users into Licensor's hardware and software infrastructure, which does not guarantee in its services any Data Back up or Data archiving activities.
- 10.13 The Customer must declare and guarantee: (a) that it is not based/resident in a country for which an embargo has been declared by the European Union or the United States of America and (b) that it is not among those against whom restrictive measures have been issued by the European Union or included in the list of "Specially Designated Nationals" of the Treasury Department of the United States of America or on the "Denied Persons List" or "Entity List" of the U.S. Department of Commerce or on any other list required by applicable export control laws and regulations.
- 10.14 The relationship between Licensor and Customer that is the subject of these general terms and conditions shall not be construed as a corporate, partnership and/or collaborative relationship, nor shall each be considered an agent or representative of any of the other parties. Therefore, it is expressly forbidden for the Client to qualify as an agent, collaborator or representative of Licensor.

Art. 11 - Responsibilities.

- 11.1 The Licensor provides the license to use the Software and its installation package.
- 11.2 The Software is released in its current state. Licensor makes no express or implied representations or warranties that the Software is suitable to meet Customer's needs, that it is error-free, or that it has functionality not provided for in the technical specifications and related documentation.
- 11.3 It is Customer's responsibility to verify the operation of the Software and its suitability for achieving the results sought.
- 11.4 The Customer acknowledges that, except in cases of willful misconduct or gross negligence, the Licensor shall in no case be held liable for any damage that may be caused to the Customer itself or to third parties as a result of the use or non-use of the Software.
- 11.5 In any event, except in cases of willful misconduct or gross negligence, Licensor's liability shall never exceed the amount of the fees paid by Licensor under the Agreement in the year in which the event from which Licensor's liability arises occurred.
- 11.6 The Licensor does not guarantee to the Customer the continuity of the connection to the Software and, therefore, shall not be liable in any way for any technical disruption that prevents the connection to the Software or to individual pages thereof and/or the use of one or more of its features.
- 11.7 The Licensor shall not be liable for interruptions of the Software due to unforeseeable, exceptional and force majeure causes such as hacker attacks, failure of data lines, power lines and/or national or international networks and/or its own or other operators' technical equipment necessary for the regular operation of the Software and not dependent on poor maintenance attributable to the Licensor.
- 11.8 If Licensor suspends the service and ancillary services due to the occurrence of any of the assumptions referred to in the preceding paragraph, it shall not be liable to refund the portion of the agreed consideration corresponding to the period not enjoyed.
- 11.9 The Customer acknowledges and declares that he/she shall have no claim against the Licensor in the event of any inefficiency affecting access to the platform or its correct and complete functionality.
- 11.10 The Licensor reserves the right to update the technical specifications of the Software at any time to improve its performance and functionality, providing only notice to the Customer when such updates become effective.

11.11 However, Licensor shall not be liable to Customer or any other party for any damages and/or injury, direct or indirect, consequential or incidental, relating to (i) loss of data, (ii) lost profits, (iii) loss of opportunity, and (iv) loss of utility, regardless of the cause and assumption of liability upon which they are based, including but not limited to breach of contract, tort, or violation of the rules of Law, regardless of whether the party in question has been advised as to the possibility of producing such damages.

Article 12 - Limitation of Liability

12.1 Licensor shall not be liable to Customer for any failure to activate the Software, interruption or unavailability of the Software and for any related bugs or malfunctions and interruption/unavailability or malfunction attributable to WhatsApp Inc./Meta or the Whatsapp Business API Provider identified by the Parties.

Article 13 - Termination of the Agreement.

13.1 The Licensor reserves the right to terminate the Contract as of right, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by registered letter A.R. or PEC, in the event that the Customer has also committed one of the following violations:

- (a) missing, incomplete, incorrect or outdated information with respect to its identification and availability data for the purposes of communications relevant to the Service.
- b) late or non-payment of fees due (Art. 4);
- c) violation of the clause on the traceability of financial flows (5.3);
- d) violation of the obligations undertaken under the article "Obligations of the Customer" (art. 10);
- e) Violation of the provisions on the processing of Personal Data (art. 16);
- (f) Violation of confidentiality requirements (Art. 17);
- (g) Violation of intellectual property regulations (Art. 18);
- (h) Unauthorized transfer of the Contract (art. 21).

13.2 In such cases, the License will be deactivated and the account will be removed as well as any Content, without the Customer being able to claim anything from the Licensor. All this, without prejudice, however, to Licensor's right to compensation for any damages suffered as a consequence of Customer's serious breach.

13.3 In the event of contractual termination, Licensor shall be entitled to receive the amounts accrued up to the date of occurrence of the termination of the Contract as well as, by way of compensation for damages, a sum equal to the total amount of the residual fees/fees, discounted at the time of termination of the contract on the basis of the average percentage of the EURIBOR rate (letter 1 month), recorded the month prior to that in which the termination takes place, without prejudice to Licensor's right to compensation for any greater damages. The above amounts shall be paid to Licensor within 30 (thirty) days from the date of issuance of the relevant invoice.

Art. 14 - Consequences of the termination of the Contract.

14.1 In the event of termination of the Contract, for whatever reason due, the installments of the fees for the month in which the termination takes place will not be refunded under any circumstances

14.2 The Customer shall proceed at its own care and expense to save the data and content associated with the service.

Article 15 - Suspension and interruption of the License.

15.1. In addition to the cases provided for in the Contract, the License may be suspended, with immediate effect and without notice, if the Customer makes the misuse indicated in the subparagraphs of Art. 10, giving, if necessary, appropriate notice to the competent authorities.

- 15.2. The provision of the License and the related use/access may be terminated, upon timely notice to Customer, if there are reasonable grounds to believe that security and/or privacy issues may arise or in cases of force majeure or by order of an Authority or (in cases of activation of the WhatsApp Service) of WhatsApp Inc and/or the WhatsApp Business API Providers, in their sole discretion. Force majeure is defined as any fact, unforeseen and unforeseeable or unavoidable and otherwise beyond the control of Licensor, the occurrence of which is not due to conduct or omissions attributable to Licensor and which is in itself likely to prevent the fulfillment of obligations under the Agreement.
- 15.3 The provision of the License and related use/access may also be discontinued with immediate effect in the event that it is detected and/or presumed that equipment and/or applications in use by the Customer should cause loss of data or damage to the infrastructure and/or software components used for the provision of the service under this Agreement. The Customer will be notified of any such interruption. The latter will also be charged with the pecuniary consequences if attributable to Customer's unlawful conduct.
- 15.4. The Licensor shall also have the right to interrupt the provision of the service in case of extraordinary maintenance work by giving prior notice to the applicant.

Art. 16 - Processing of personal data

- 16.1. In relation to the activities related to the execution of this Contract, the Parties shall comply, each to the extent of its competence, with the provisions of the Privacy Code (Legislative Decree 196/03) and by the new European Regulation 679/2016 (GDPR).
- 16.2. Should the Contract provide for the processing of data of which the Customer is the owner, the competent function of Licensor (and/or the subcontractor appointed by them) hereby undertakes to accept the appointment as Data Processor by the Customer, for the processing referred to in the Contract.
- 16.3 The Parties, each to the extent of its competence, undertake to hold each other harmless from any dispute, action or claim made against them by the interested parties and/or any other party and/or Authority as a result of any non-compliance with the aforementioned Code.
- 16.4 Subject to the acquisition of the relevant consent from the Customer, the Licensor may disclose to third parties the data (such as the subject, duration, name of the Customer) related to this Agreement as a reference for the purpose of promotion and marketing of its own products and/or services similar to those covered by this Agreement.

Article 17 - Confidentiality

- 17.1. The Parties mutually guarantee each other that their own personnel and the personnel of firms engaged by them, will treat as confidential any information of which they become aware during or in connection with any activity inherent in the execution of the Contract.
- 17.2 Where the Contract also provides as a service the management of information and data owned by the applicant, the confidentiality of all data managed under the Contract shall be guaranteed.

Article 18 - Special conditions on intellectual property, use and confidentiality of the License.

- 18.1 Customer acknowledges that Licensor is the exclusive owner of all Intellectual Property Rights relating to its activities and any products offered by it, with particular reference to those inherent, in whole or in part, in the Software, which are, and shall remain, the sole and exclusive property of Licensor.
- 18.2 All registered trademarks, de facto trademarks, distinctive signs, company names and designations, firms and signs, logos, domain names and any other characterization inherent in and related to the "Xcally" trademarks are the exclusive property of Licensor. The agreements do not grant the Client the right to use any of these marks, either for commercial or non-commercial uses.

18.3 Customer warrants that it has not registered or deposited in any territory, nor is it registering or depositing, or causing to be registered or deposited, or otherwise making any application to deposit or register in its own name or in the name of any third party, know-how, copyrights, trademarks, designs, models, trade names and any other distinctive signs that are otherwise identical, similar or confusable with those owned by Licensor and/or the products offered by it.

18.4 The Customer is not permitted to act independently for extrajudicial and/or judicial protection of the Software and/or Intellectual Property Rights. On the contrary, only Licensor shall unquestionably take any decision inherent, directly or indirectly, in whole or in part, to the defense in any venue, administrative and judicial of the same.

Article 19 Third Party Products or Services.

19.1 Customer acknowledges that there may be links or other features in the Software that facilitate access to third-party websites, services and/or products independent of Licensor. These features are provided solely as an aid to Customer. However, such third-party websites, services, and/or products are not under the control of Licensor, and Licensor is not responsible for or endorses the content or practices of such related sites, or any information or materials contained therein.

19.2 Customer acknowledges that, in order to enable the operation of the Software, Licensor makes use of services offered by third parties, as set forth pursuant to Section 9 of this Agreement, to which express reference is made.

19.3 Interaction with any related sites will be subject to Customer's independent evaluation. Customer hereby waives any and all claims against Licensor with respect to such sites or third-party products or services, and the use of such third-party sites, products, or services. The Customer is encouraged to consult the terms and conditions and privacy policy of the third-party sites visited as well as their terms and conditions.

Art. 20. Communications

20.1 Any communication by the Client under this Agreement shall be sent in writing to the following addresses:

For Licensor:

- Xcally S.r.l., in 20037 - Paderno Dugnano (MI), Italy, Via I Maggio, n. 13;

- E-mail: xcally@pec.xcally.it

Art. 21 - Prohibition of assignment of the Contract.

21.1 The Customer may not assign this Contract and the rights and obligations originating from it even free of charge, partially or totally, without prior written authorization from the Licensor.

Article 22 - Faculty of sub-contracting/sub-contracting.

22.1 Without prejudice to the Licensor's direct liability to the Client for the performance of the activities covered by the Contract, for the performance of the same the Licensor may use, where permitted by the applicable regulations, third parties selected by it.

22.2 In the event that the Client is configured as a subject falling within the scope of application of Legislative Decree 163/2006, as amended and supplemented, it is understood that the subcontracting of the activities covered by the Contract will take place within the limits and in compliance with the pro tempore regulations in force and that the contract with the subcontractor will contain appropriate clauses aimed at ensuring compliance with all applicable regulatory provisions in force.

Art. 23 - Fiscal Clause

23.1. The Parties declare that the transactions related to the Contract are subject to VAT to be borne by the Customer, where required by law.

23.2. Any tax burden in any case related to the Contract shall be borne by the Customer himself, in the cases permitted by law.

Art. 24 - Jurisdiction

24.1 Unless otherwise provided for under a mandatory Law of a member state of the European Union or other jurisdiction, this Contract, as well as any other agreement connected with it, will be governed by and interpreted in accordance with Italian Law, while for any dispute that may arise between the Parties in dependence of the said Contract, the Court of Milan will have exclusive jurisdiction, without application of the relevant rules of private international law.

24.2 In any case, in the event of any dispute, the Customer agrees to first attempt to find a solution informally, by contacting the Licensor. Should the dispute not be resolved within 30 days of Licensor's receipt of such contact, any resulting legal action shall be resolved in light of the foregoing provision.

* * *

Nothing in this Agreement is intended to limit any of the rights of Customer that are mandatory under the Law applicable to this Agreement, or those different Laws applicable where such Content is transmitted and/or received and/or where Customer has its residence or registered office. By reason hereof, any mandatory provisions of such laws for the protection of the Customer shall be deemed applicable to the Customer even where they conflict with the provisions of the Contract. However, all remaining provisions shall remain in effect.

The Customer accepts all the provisions of the Contract, guaranteeing that it has fully understood their meaning and every legal consequence.

Paderno Dugnano _____

Customer's/Partner's stamp and signature

X

Licensor's stamp and signature

* * *

Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Customer declares that he/she knows and expressly accepts the following articles of the General Conditions: 2 (Subject matter and description of the service/application); 4 (Fees); 5 (Billing, payment terms and conditions - recourse); 6 (Duration and termination); 7 (Updates and upgrades); 8 (Support and assistance); 9 (Open source software); 10 (Customer's obligations); 11 (Liability); 12 (Limitations to liability); 13 (Termination of the Contract); 14 (Consequences of termination of the Contract); 15 (Suspension and termination of the License); 17 (Confidentiality); 18 (Particular conditions on intellectual property, use and confidentiality of the License); 19 (Third party products or services); 21 (Prohibition of assignment of the Contract); 22 (Faculty of subcontracting/sub-contracting and 24 (Jurisdiction) and its annexes; EULA and Activation Proposal

Paderno Dugnano _____

Customer's/Partner's stamp and signature

X

Licensor's stamp and signature

Attachment 1

CONDITIONS OF SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT

Definitions:

- Agreement A description of the arrangements made between two or more parties to define the terms and conditions of performance of the services described in this document;
- Attachment document attached to the Agreement and of which it is an integral part;
- Technical Assistance Service of assistance and support to the Customer for the evaluation of problems in the use of the Product used;
- Customer user of the Support Service related to the licensed purchase of the supplied Product(s);
- Order Document Order, offer, etc. containing the description of the purchased Product(s) and its economic conditions;
- License Of Use contract by which the Licensor (Producer) grants the Licensee (Customer) the use of a program/product/software for a periodic fee;
- Maintenance corrective and development process that occurs after the release of the final Product in a production environment and/or adaptation of the Product to new process requirements; in this case it involves adding, changing and possibly removing functionality of the Product itself;
- Minor Release corrections of Product malfunctions (bugs) or addition of new backward-compatible functionality;
- Major Release substantial evolutions of the functionality of the Product, which are not backward compatible from the previous version of the same;
- Support Portal Ticketing system made available by the Manufacturer and accessible online through the attribution of identification credentials where support requests are managed and tracked;
- Product software, Xcally Digital;
- Manufacturer developer and owner of the ownership and copyrights in the commercialized Product;
- Installation Location Place where the infrastructure hosting the Product is located;
- Application Server server that provides the infrastructure and logical functionality for application support, development and execution;
- Service as appropriate identified as Software Maintenance and/or Technical Support;
- Ticket Technical Support request tracked by the Manufacturer's Support Portal to manage the requests themselves;
- Token Unique numeric code that identifies the Customer's Product and allows authentication to the Support Portal.

1 Subject of the Agreement.

This document describes the terms and conditions of the Software Maintenance and Technical Support Services as described below and in the relevant Annexes.

The Service is provided limited to the Products specifically indicated in the Order Document and for which the Customer has acquired a regular License to Use.

An integral part of this Agreement is Exhibit A relating to the manner and timing of provision of the Service.

The Service exclusively includes the following:

1. Maintenance;
2. Technical Support/Technical Assistance Service.
3. Product and Infrastructure Management*.

These Services are provided limited to the Products set forth in the Order Document according to the time frames set forth in Exhibit A at the end of this Agreement.

*N.B. Such Service is deliverable only in cases where Customer has purchased Software Maintenance and Technical Support Services related to products delivered exclusively through Manufacturer's infrastructure.

1 Method of Execution of the Service.

The activities may be performed:

1. through the exchange of instructions within the Ticket
2. through connection to the Customer's server upon the Customer's authorization

What it involves:

1. resolution of blocking and non-blocking anomalies/errors;
2. correction of Product malfunctions, through the release of a *Minor Release* or *Major Release*;
3. Maintenance of the Product.

Excluded are:

1. joint configuration processes
2. training on the use of the applications
3. saving of the Customer's data
4. recovery of deleted data
5. reinstallation/upgrade/reconfiguration of all or part of the supplied software products
6. archives cleaning and backups
7. custom reports and statistics
8. installation of new licenses
9. systems activities in general
10. interventions on third-party software and configurations other than those provided by the manufacturer

It is specified that a set of information useful for the resolution of cases present in the "Knowledge base" section of the Support Portal is available to the Customer.

2 Commencement and duration of the Agreement

1. The Service will commence for the period expressly provided for in the Order Document.
2. Near the expiration of the User License, the proposal for the next renewal including the Service under this Agreement will be sent to the Customer.
3. In case of non-confirmation of renewal, and in any case in case of late payment of the fee, the Maintenance and Support Service will be suspended without the need for any prior notice.

3 Fee

The Customer shall pay the fee specified in the Order Document within the term and in the manner specified therein.

4 Exclusions

The following are in all cases excluded from the Service:

1. Interventions not expressly indicated in the Order Document or for which the User License has expired.
2. Interventions due to tampering, misuse, fraudulent acts, addition or replacement of components without the Manufacturer's written authorization, natural events (earthquakes, electrical discharges, floods, etc.), extraordinary events (water leaks, floods, collapses, fires, etc.).
3. The delivery to the Customer of copies of the source code of Product releases prepared by the Manufacturer itself, even in cases of termination by the Manufacturer.

4. The H24 Coverage, unless specifically stated in the Order Document.
5. The training of personnel on the operation of the Product and configurations thereof.

5 Price Revision.

1. In the event of particular changes in the costs inherent in the Service, the Producer may notify the Customer, by PEC, ninety (90) days prior to each annual due date, of a change in the annual fee, effective for the following year.
2. In this case, and without prejudice to the economic conditions already in place until the conclusion of the current annual period, the Customer shall have the right to give notice of termination to the contract, by means of PEC, to be sent to the Producer within thirty (30) days following the receipt of the notice of the new economic conditions and effective at the end of the annual period.

6 Obligations of the Customer

1. The Customer shall make available, where necessary, direct access to the Application Server. In the absence of such type of connection the Producer will not be able to guarantee the regular provision of the Services under this Agreement.
2. The Customer shall be responsible for all activities related to the verification of the proper functioning of its data network (Firewall, Switch, network connectivity data and telephone), its servers and the correct configuration of the operating systems.
3. Any change of the Installation Location, must be communicated to the Producer by PEC. This is without prejudice to the Producer's right not to
4. provide the Service and to consider termination of this Agreement in case of relocation to countries belonging to the "black list" and/or contrary to company and group policies.
5. The Producer reserves the right to issue Product updates, *Minor Releases and Major Releases* and the Customer agrees to update the systems to the version suggested by the Manufacturer. Should the Customer fail to install the recommended Release, the Producer reserves the right to terminate the this Agreement with immediate effect, notifying the Customer by PEC, and consequently will cease all liability on the part of the Producer for the failure to provide the Service and/or the Customer's use of the Product.
6. In the management of the update process and support process, it is the Customer's responsibility to prepare in advance a copy of the back-up of the data so that it can restore it upon completion of the technical intervention by the Producer.

7 Confidentiality

1. The Customer acknowledges and accepts that the Product and related documentation constitute confidential material and are covered by trade secret and copyright.
2. In particular, Customer will take all necessary measures to ensure that no part of the Product and related documentation, is made available in any form or otherwise transmitted by Customer or Customer's employees to any other person, company or organization.
3. The Customer agrees for itself, its employees and/or third parties employed by it, to assume responsibility for any loss, cost, expense, damage or liability that may result to the Producer from failure to comply with this confidentiality clause.
4. The Producer agrees not to disclose any information received or inferred by the Customer in the course of performing the Service.

8 Limitations of Producer's Liability.

1. The Producer agrees to provide the required Service set forth in this Agreement with the objective of enabling the Customer's continued enjoyment of the Product but it being expressly understood that, however, the Producer makes no express warranty of result in this regard.
2. Except in the case of willful misconduct or gross negligence, the Producer is also released from any liability for any direct or indirect damages of any nature suffered by the Customer or any third party as a result of the provision or non-provision of the Service.
3. In the event of damage to third parties, the Customer, agrees to hold the Producer harmless from any claim for damages that may arise.

9 Termination of the Agreement

This Agreement may be terminated by right, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, with immediate effect, upon notice sent by the Producer to the Customer by PEC, in the following cases:

1. Delay in payment protracted more than thirty days with respect to the established due date, of the amounts due under the Service fee, as determined in the Order Document;
2. Maintenance of the products performed by personnel other than that of the Producer or its agents;
3. in any case of termination of the License Agreement for Use of the Products;
4. Subjection of the Customer to insolvency proceedings;

Upon the occurrence of the conditions indicated, without prejudice to the right to compensation for greater damages, the Producer shall have the right to withhold, if already paid, or to require the Customer to pay in a lump sum all fees due until the expiration of the contract. The Client shall then not be entitled to a refund, even partial, of the fees for any reason already paid to the Producer.

10 Amendments to the Agreement.

The parties agree that any amendment to the Agreement shall be in writing. The disapplication, even repeated, of one or more clauses shall not be construed as tacit abrogation.

11 Jurisdiction

For any dispute arising from the Agreement, the Court of Milan shall have exclusive jurisdiction.

12 List of Annexes - Acceptance

The Client declares to have received the Annexes below, to have examined their contents and to have fully accepted their contents, terms and conditions.

Attachment A: Modalities for requesting and providing intervention

"ANNEX A"

MODALITIES OF REQUEST AND DISBURSEMENT OF INTERVENTION

1. The request for technical support must be made exclusively through the Support Portal. Reports sent using channels other than the above will not be considered for the proper delivery of the Service.
2. Following the issuance of the Order Document, a personal account will be activated on the Support Portal to be able to open and manage support requests, consult documentation and knowledge base by the Customer.
3. The Customer shall always enter the Token related to the Server for which it is requesting support so as to verify the correct level of Service to be provided.
4. The Producer will communicate the ID number of the request, also referred to as "Ticket #_".
5. From the opening of the Ticket, the intervention time will start (see table at the bottom); it will be the Producer's responsibility to communicate the Ticket's acceptance.

MODE AND DESCRIPTION OF SERVICE DELIVERY

Service	Description
Language Support	Italian / English
Intervention request	Via Licensor Support Portal: the Customer must authenticate through the credentials communicated by the Manufacturer.
Trouble Ticketing	• After the Ticket has been opened by the Customer, the Producer will assign an ID code for taking charge of the report that will be notified by email and via Support Portal . • Any communication pertaining to the same report must be responded to via Support Portal . <u><i>N.B. Never use the email channel for support requests as they will not be logged and will not be valid for support purposes.</i></u>

Exclusions	Excluded are cases related to version/build releases and/or patches and application changes, the recovery time of which will be evaluated on a request basis by our support department. Please also refer to what is expressly stated in Article 5 of this Agreement.
Service Interruption.	The provision of support service is subject to payment of the invoice issued for the Service in question and/or for the conditions set forth in Article 5 of this Agreement.

SERVICE LEVELS

Criticality	Description	Intervention Time
High	Blocking Impact: Serious condition that causes impediments or failures to the operation of multiple business-critical products/functions and cannot be easily circumvented or avoided (System Down)	Ticket Intake and Analysis • → <u>Silver</u> within 4 hours • → <u>Platinum</u> within 2 hours
Medium	Non-blocking impact: Situation in which secondary functions or systems are impacted but do not involve service availability (by way of example: voice recording, back-office functionality etc.): the functions or systems involved in the disruption do not affect the continuity of the Customer's business in any way.	Ticket Intake and Analysis • → <u>Silver</u> within 8 hours • → <u>Platinum</u> within 4 hours
Low	Manifestation or probable manifestation of an Incident that does not result in disruption to systems/applications: there is no loss, corruption, or destruction of data and no major or minor function of a system is impacted. The severity may increase if a specific corrective or proactive activity is not performed.	Ticket Intake and Analysis • → <u>Silver</u> within 24 hours • → <u>Platinum</u> within 24 hours



Any support intervention for anything not expressly provided in this Maintenance Agreement is excluded. Any additional services required will be separately quoted.

In this regard, it should be emphasized that the times indicated in the reference SLAs, result relative to the assignment of a Licensed Resource, with adequate skills, to the case and not to the resolution of the same, as this depends on the nature of the problem and the possible need to proceed to the implementation of specific developments of a corrective or implementation nature.

For this reason, no penalties of any kind are envisaged should the resolution time be prolonged; in more complex cases, Licensor will in any case provide the Reseller with an expected resolution time so that the Reseller can communicate this to the End Customer.

Summary of Support Profiles.

Extended coverage related to Software Maintenance and Technical Support is to be considered excluded from this Agreement unless expressly stated in the Order Document.

SILVER Support: Monday through Friday from 9 a.m. to 6 p.m. (CET) excluding holidays.

PLATINUM Support: 7/24

Emergency Ticket - outside manned hours: the Customer, in particular emergency situations (system down) can generate an "Emergency Ticket" type request to obtain assistance (within 2 hours) regardless of the level of support purchased.

PLEASE NOTE: If Platinum Support has not been subscribed, Emergency Ticket management hours will be billed separately (minimum billable hours: 4 hours)

Xcally S.r.l.

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