

GENERAL CONDITIONS FOR THE USE OF "ELIGONEXT" SERVICES IN SELF-USE

In its different configurations

V6.6 28022022

1. GENERAL PROVISIONS

1.1. **Contract.** The Contract for the use of Software "ELIGO" is between ID TECHNOLOGY SRL, with registered office in MILAN VIALE MONTE NERO 17 - P.I. and C.F. 11240660156 - R.E.A. CCCIAA Milan 1448450 - Reg. Imp. N. 345992 Court of Milan ("ID TECHNOLOGY") in person of the legal representative and the Customer ("Customer") who acquires the right to use the Service for the agreed period and who will be responsible for compliance with the terms and conditions set forth in this Agreement.

1.2. **Structure of the Agreement.** The Eligo Software Use License Agreement consists jointly of:

- **The General Terms and Conditions,**
- **The Offer or the Order Form**
- **The Privacy Policy.**

1.3. **General Conditions.** These General Terms and Conditions together with the documents specified in 1.2. govern the use of the Software "ELIGO" in its various configurations and variants offered, hereinafter "ELIGO", and regulate the contractual relationship that is finalized. The Customer acknowledges and accepts that these General Conditions constitute an integral and essential part of the Contract and that the purchase of the Service implies full acceptance of them which will have full binding effect for all legal purposes and will prevail over any other different agreement and/or covenant, in whatever form signed, which have not been expressly approved in writing by ID TECHNOLOGY.

2. DEFINITIONS

2.1. Where named within this document, the terms below shall have the following meanings:

- **Parties** - ID TECHNOLOGY and the Customer;
- **Customer** - (or User) a legal or natural person who signs the Contract for a fixed-term License for use of the ELIGO Software or who concludes the aforementioned Contract through the procedure of purchase by electronic means (User); the ELIGO Service is aimed at Companies, Associations, Social Security and Health Funds and Funds, Cooperatives, Consortia, etc., and in any case to holders of VAT registration;
- **Contract** - the set of documents referred to in section 1.2 that, together, constitute and govern the License Agreement of temporary use of the ELIGO Software;

General Terms and Conditions - this document governing and regulating the terms and conditions of use of the ELIGO Service and which, together with the documents specified in 1.2. above, constitutes the Contract;

- **Offer** - document prepared by ID TECHNOLOGY and sent to the Customer containing the contract proposal and the estimate of expense for the activation of the ELIGO Service;
- **Order** - document constituting contract proposal, sent telematically or delivered by other means to ID TECHNOLOGY, whereby the Customer, after signing, formalizes the request for activation of the Service;

- ELIGO E-voting service provided by ID TECHNOLOGY in a secure cloud; the Service is used by the Customer in self-use to organize its own voting processes. See item 6 below for details of the service;
- User license - the right to use the Eligo Software granted by ID TECHNOLOGY to the Customer, for a fixed term, following the conclusion of the Contract;
- Registration - procedure that consists in filling in an online or offline form in which the Client / User is required to indicate their personal data for the authentication credentials activation (Username / Userid and Password) whereby the interested party will access the reserved ELIGO area.
- Online purchase - procedure consisting in filling in an online form in which the Customer / User is asked to provide the required data, correct and truthful, for the purchase of the ELIGO Service (in self-use) and the creation of the account.
- Authentication Credentials - Username / Userid and Password assigned by ID TECHNOLOGY to the Customer to login to the Reserved Area where they can use the features of the ELIGO Electronic Voting Service;
- Reserved Area - dedicated portion of a Cloud service that the Customer can access confidentially and exclusively using the Login Credentials provided by ID TECHNOLOGY.

3. SUBJECT OF THE CONTRACT

3.1. Subject Matter. The subject matter of this Agreement is the grant by ID TECHNOLOGY to Customer of a license to use of the Software "ELIGO", in the version chosen by the Customer for a limited period of time, established at the time of purchase. The provision of the Service by ID TECHNOLOGY includes the use of online voting services and, the services of e-mail support, content and updates, according to the terms and conditions set forth in this Agreement, against the payment of the established fee.

3.2. Registered Trademark. "ELIGO" is a trademark registered with the Patent and Trademark Office and as such enjoys any protection provided by the legal system; use of the trademark without the express authorization of ID TECHNOLOGY S.r.l. constitutes a criminal offense sanctioned and prosecuted by the Italian and European legal system.

4. CONTRACT CONCLUSION.

4.1. Contract Conclusion. The purchase of the Eligo Service is made through one of the following methods

i. Online purchase through the website <http://eligo.social> or the website <http://evoting.it>. The Customer purchases the Service by filling out the Order Form by including all the required data in the mandatory fields, before proceeding with the purchase they declare having read and fully accepted the terms of these General Conditions by clicking on the box "I have read and accept the General Conditions of Use" (in the absence of such acceptance the purchase procedure cannot be completed) and to also have read and accepted the Privacy Policy and EU Regulation 27.04.2016 no. 679 GDPR. At end of the procedure, the system displays the order summary with an indication of the amount due and references for the payment; at the same time, the Customer will receive at the email address indicated in the Order Form an email containing the aforementioned summary. The Contract is concluded and takes full effect when ID TECHNOLOGY receives the Purchase Order and confirmation of payment of the consideration.

ii. Online purchase through the portal <https://www.acquistinretepa.it> following the lead procedure.

iii. Off-line purchase by means of the Customer's submission to ID TECHNOLOGY of the signed Service Offer (quotation) or by Customer's order form.

Service Activation. The Service is active from the moment ID TECHNOLOGY sends to the e-mail address indicated by the Customer the credentials for login to the Reserved Area (Username/Userid and Password) which will then be activated, the sending of the credentials and the activation of the area are therefore concurrent and immediately following the conclusion of the Contract.

Duration of the Contract. The Contract will have a duration equal to the time determined by the Customer at the time of purchase, with effect from the date of the Service activation.

User License. The Customer acknowledges that the User License and the activities provided by ID TECHNOLOGY under the Agreement are subject, by their nature, to constant technological and regulatory evolution that requires continuous and onerous activities of updating and development in order to ensure the Software functionality and the correct and complete delivery of the Services.

Due to the above, in the case of Contracts of multi-year duration, the Customer expressly acknowledges and accepts that the License of use is subject to annual updating to the extent of 100% of the increase in the ISTAT index of prices of the services production, calculated as the average of the last twelve months.

Withdrawal. With the signing of the Contract, the Customer declares to have understood that it will be executed immediately; it remains expressly excluded for the Customer the possibility of exercising the right of withdrawal referred to in Art. 1373 Civil Code.

4.2. General Conditions. Whatever the manner whereby the Contract is concluded, whether off-line or on-line, the Customer is required to send ID TECHNOLOGY these General Conditions of Use of the Service duly signed as a sign of acknowledgement, understanding and acceptance; for this purpose it should be noted that for purchases made:

off line or through the portal <https://www.acquistinretepa.it> the Customer shall sign this document in its entirety part and sends it to ID TECHNOLOGY alternatively through one of the following modes:

- scanned and sent to the e-mail address: segreteria@idtech.it or via PEC to: idtech@legalmail.it;

- by registered mail with return receipt to ID TECHNOLOGY SRL - Viale Monte Nero, 17, Milan.

-in online mode: through the sites <http://eligo.social> or <http://evoting.it> the Customer completes the Order form and before proceeding to submit it electronically, he declares that he has read and fully accepts the terms of these General Conditions by clicking on the "Confirm" box, in the absence of such acceptance the purchase procedure cannot be completed.

5. SPECIAL CONDITIONS OF ELIGO SERVICE PROVISION

5.1. General Features. ELIGO is a platform for organizing and implementing online electronic voting processes, it is a self-use product used by the Customer in total autonomy; the Customer purchases the license to use the Services as offered by the portal and regulated by these conditions.

5.2. Price. The ELIGO Service fee includes:

- The right to use the Software for the time period determined in the contract;

- First-level technical assistance on the Service operation that will be provided via e-mail; in this regard, it should be noted that the first-level assistance guarantees an intake service on weekdays ranging from Monday to Friday. Therefore all Saturdays and Sundays are excluded. The guaranteed working hours are Monday to Friday from 09:00 to 13:00 and from 14:00 to 18:00.

5.3. Service Activation. Upon the end of the online or offline purchase procedure, the Customer receives at the e-mail address indicated in the form the login credentials (Username/Userid and Password) necessary to access the Area Reserved Area made available by ID TECHNOLOGY to enable the use of the Service; credentials submission and area activation are concurrent. Login credentials are personal and non-transferable data, the Customer is responsible for their preservation and secrecy.

5.4. Ownership of voters and candidates personal data and voting data. Data disposal.

All data are and remain property of the Client; since this is a self-use Service, the data are entered directly by the Client, who assumes all responsibilities related to its role as the Controller of their processing according to the EU regulation 27.04.2016 n. 679 GDPR such data will be kept, in restricted areas at the cloud data center located in Italy, by ID TECHNOLOGY with confidentiality and will under no circumstances be duplicated and/or communicated and/or disclosed to anyone. Data pertaining to specific votes will be made available to the Customer who requests it for 30 days following the expiration of the use defined in the contract. Once this period has expired, ID TECHNOLOGY, pursuant to the provisions of the EU Regulation 27.04.2016 no. 679 (GDPR) and, upon return of the data, will delete and make completely unavailable all voter personal data collected and managed and will arrange for the disposal of any backup copies stored at the server farm.

5.5. Data accessibility. For self-use platform services, the Customer acknowledges that ID TECHNOLOGY, in providing of the Service, may have access to information entered by the Customer on the voting platform. Although ID TECHNOLOGY will access such information only when strictly necessary (e.g. to provide technical assistance at the Customer's own request) or if it is the Customer himself who requests ID TECHNOLOGY to deliver and/or transmit and/or copy and/or copy and/or access and/or otherwise any and all operations involving that data), in any case, said processing will be carried out by ID TECHNOLOGY in a suitable form to guarantee their security and confidentiality in compliance with the provisions of the EU Regulation 27.04.2016 n. 679 (GDPR). ID TECHNOLOGY ensures, in any case, that the voting data are not accessible and that, for secret ballots, the votes are automatically anonymized through permanent separation of the "vote-voter" relation.

5.6 Security

ID TECHNOLOGY taking account of the state of the art as well as the purposes of data processing, guarantees that it has put in place appropriate technical process and technological measures to ensure the level of security required by Article 32 of the GDPR, so as to minimize the risks of data deletion or loss, unauthorized access or unallowed processing or not in conformity with the purposes of the collection of the data itself, informing the Controller without undue delay of any breaches of which it becomes aware.

5.7 Staff

IDTECHNOLOGY makes an appropriate assessment in terms of reliability skills and updating (on GDPR requirements) of employees assigned as system administrators and/or authorized processors. The appointed specialists have high levels of expertise and specialized experience to ensure full compliance with current privacy provisions.

6. USE LICENSE AND COPYRIGHT

6.1. The ELIGO Software referred to in the subject matter of the Agreement is licensed for use by the Customer for a limited period of time i.e. until the end of the Contract. The license shall be understood to be: non-exclusive, non-transferable and in any case issued exclusively for the purposes of use of the Service by the Customer, who may use the same for the period established in accordance with the these terms and conditions of the Contract.

It is agreed as from now on the Customer shall not acquire under any circumstances, for any reason and in any capacity whatsoever the title / ownership of the copyright and license to use the aforementioned Software.

6.2. The Customer undertakes in any case not to modify, duplicate, distribute, reproduce, assign to third parties for any reason whatsoever, in any way and by means of any server, terminal or location, the application referred to in the Service. The distribution and publication for profit, modification, processing in any form or manner, decompiling (reverse engineering) mirroring, framing posting or any other similar means of reproduction and, in general, digital storage shall be considered abusive and will be prosecuted under applicable laws.

7. MODIFICATION OF GENERAL CONDITIONS

7.1. ID TECHNOLOGY reserves the right to change these General Conditions of Use of the Software "ELIGO". Any changes will be communicated to the Customer in writing by registered letter with return receipt or PEC with a notice of at least 30 (thirty) days from the effective date of the changes themselves and in any case the updated and/or modified General Conditions will be made available and accessible through the publication on the Site <http://eligo.social> and <http://evoting.it>.

7.2. The Customer has the right not to accept the changes made and to withdraw from the Contract within 30 (thirty) days from receipt of the change communication by giving notice to ID TECHNOLOGY by sending a registered letter with return receipt to the following address: ID TECHNOLOGY SRL - Viale Monte Nero, 17, Milan, or PEC address: idtech@legalmail.it, the withdrawal will be effective from the date of receipt by ID TECHNOLOGY of the above notice of withdrawal; any sums paid by the Customer will not be returned. If the Customer does not exercise the right of withdrawal in the manner and within the terms indicated above, the new conditions shall be deemed to be known and accepted and will be effective as of the expiration of the aforementioned 30 (thirty) day.

8. COMMITMENTS AND RIGHTS OF ID TECHNOLOGY IN THE SERVICE PROVISION

8.1. Service Provision. ID TECHNOLOGY undertakes to activate the ELIGO service at the times and in the manner established in the Offer / Order signed by the Customer.

8.2. Operational guarantee. ID Technology uses the cloud services of one of the most qualified national operators that guarantees for the connectivity of all systems 99.95% annual SLA.

8.3. Security: ID TECHNOLOGY guarantees the implementation of security measures in accordance with quality standards to ensure the maximum security of the data entered by the Customer in the use of the Service and prevent access to third parties. Only authorized staff of ID TECHNOLOGY shall have access to the Data Center and only for purposes pertaining to the operation and technical maintenance of the Data Center.

ID TECHNOLOGY guarantees that the building housing the server farm has adequate characteristics; for this purpose and in specific terms, for example, the anti-fire, anti-flooding, anti-intrusion, anti-burglary services are in place, equipment of groups of uninterruptible power supply connected to an autonomous power source.

8.4. Monitoring: ID TECHNOLOGY, through a specific internal procedure, ensures the system is constantly monitored and it is operating correctly.

8.5. Technical Assistance: ID TECHNOLOGY ensures the Technical Assistance Service and Help Desk for the reporting of malfunctions of the Service, either directly or indirectly through the Site.

9. LIMITATION OF LIABILITY FOR ID TECHNOLOGY.

9.1. ID TECHNOLOGY produces and makes available to Customer the ELIGO Software in the version chosen by Customer; Customer acknowledges and declares that the Software has been chosen by him on the basis of the information provided by ID TECHNOLOGY and/or found on <http://eligo.social> and therefore declares himself fully informed about the Service also in relation to the scope and limits of its applications, as well as the input required and the output obtainable.

9.2. ID TECHNOLOGY does not guarantee that its Service will meet Customer's requirements or that it will be error-free.

9.3. ID TECHNOLOGY is not responsible and shall not be liable for direct and indirect damages incurred by the Customer as a result of the use or disallowed use and performance of the Service.

9.4. ID TECHNOLOGY shall in no way be liable for direct and/or indirect damages suffered by the Customer or third parties resulting from: i) the non-activation, suspension, interruption or malfunction or incorrect operation of the Service that are attributable to the Customer; ii) that are due to malfunction, unsuitability or lack of approval of the equipment owned by the Customer; iii) that are due to accidental event or force majeure, events of an extraordinary nature that are not objectively predictable, catastrophic natural events (fires, floods, earthquakes, etc.), meaning any act or fact not directly attributable to the activity of ID TECHNOLOGY.

9.5. ID TECHNOLOGY shall not be liable for direct and/or indirect damages arising to the Customer due to the non-activation, suspension, interruption or malfunctioning of the Service that are attributable to the connectivity provider due to force majeure.

9.6. ID TECHNOLOGY makes use of a Cloud system that uses Hardware and Software physically located in Italy provided by a third party (Server Farm) that meets all the standards to ensure the security of the system; in any case, the Customer agrees that it will not be able to hold ID TECHNOLOGY responsible, directly or indirectly, for any malfunctions or failure to use the Service resulting from the incorrect operation attributable to the provider of the Cloud Service. , except in cases pertaining to the processing of personal data as specified in the act of appointment of ID TECHNOLOGY as external data controller (art. 28 EU Regulation 27.04.2016 no. 679 GDPR) and System Administrator.

9.7 In any event and without prejudice to the preceding paragraphs, the aggregate liability of ID TECHNOLOGY to the Customer in connection with this Contract (whether arising out of the Contract, tort including negligence, or any other theory of liability) shall not exceed the consideration for the Contract itself.

10. DATA TRANSFER ABROAD

The collected data, related to online voting operations, are hosted on Cloud services in server farms on the European territory (Netherlands).

In fulfillment of its obligations under this contract, ID TECHNOLOGY may communicate any and further personal data of ownership of the Customer (e.g. e-mail addresses) outside the territory of the EU provided that (i) ID TECHNOLOGY has been authorized by the Customer, (ii) ID TECHNOLOGY communicates or transfers such data to those countries that ensure a level of protection of natural persons that is considered suitable by the European Commission (or the Italian Data Protection Authority), (iii) the transfer is based on the use of standard contractual clauses (SCCs) or Binding Corporate Rules (so-called "BCRs") under the data protection legislation.

11. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

11.1. Without prejudice to any other obligation imposed by law and/or other provisions of this Contract, the Customer undertakes for the entire duration of the Contract to use the Service exclusively in connection with the scope of its business by observing the operating rules provided by ID TECHNOLOGY and not to perform any act intended to allow third parties to use the Service itself.

11.2. As specified in Section 5.4, the Client retains full ownership of all data and information pertaining to the voting process entered in its reserved area for the implementation of the Service;

11.3 In order to be able to make available the Service regulated by this Contract, the Customer undertakes to communicate to ID TECHNOLOGY the data required at the time of signing the Service in the time and manner contractually agreed upon.

11.4. By signing the Contract, the Customer agrees to indemnify and hold ID TECHNOLOGY harmless from all losses, damages, liabilities, costs, charges and expenses, including any legal fees, that may be suffered or incurred by ID TECHNOLOGY as a result of any failure of the Customer to comply with the obligations and warranties set forth in this Contract even in the event of damages claimed by third parties for any reason whatsoever. With the only exclusion of cases of liability related to Articles 28 and 82 EU Regulation 27.04.2016 No. 679 GDPR and related and consequential legislation.

12 CONTRACT TERMINATION

12.1 The Customer has the obligation to use the Service in compliance with applicable laws and this Agreement, the failure of the Customer to fulfill by the same of the obligations and the specified responsibilities constitutes a major breach pursuant to art. 1455 Cod. Civ., and gives ID TECHNOLOGY the right to terminate the contractual agreement, pursuant to Art. 1456 Cod. Civ., without prejudice to compensation of any damages.

The termination will operate by right upon receipt by the Customer of a notice sent by registered letter a/r / PEC, containing the contestation of the default and the intention to avail of the termination itself.

12.2. ID TECHNOLOGY also reserves the right to terminate the Contract, pursuant to and for the purposes of art. 1456 of the Civil Code, by sending a registered letter with return receipt / PEC communication, containing the objection of non-compliance and the intention to avail itself of the termination itself, which

will produce legal effects from the date of receipt, in the event that the Customer is subject / is applying for subject to any of the insolvency proceedings referred to in Royal Decree No. 267 of March 16, 1942, as amended and supplemented, and in the cases referred to in Legislative Decree No. 270 of July 8, 1999, as amended and supplemented (Extraordinary Administration of large companies insolvent).

12.3 In case of any termination of the Contract, whatever the cause, no amount will be returned to the Customer.

13. COMMUNICATIONS

13.1 Unless otherwise agreed between the parties and indicated in the Contract, the Customer may communicate with ID Technology through the ordinary e-mail service, in the dedicated area on the website, where communications, notices and requests deemed necessary may be sent. ID TECHNOLOGY ensures that the mailbox is monitored by staff during business hours and on weekdays excluding Saturdays.

13.2 Any communications may in any case be addressed to: ID TECHNOLOGY SRL - Viale Monte Nero, 17, Milan - Tel.: 028051131 - e-mail: segreteria@idtech.it or forwarded to the PEC address: idtech@legalmail.it.

14. PROHIBITION OF ASSIGNMENT

This Contract and the related and consequent Service is strictly intended for the subscribing Customer who may not therefore assign it or transfer it, in whole or in part, free of charge or for compensation to third parties.

15. APPLICABLE LAW. CONCILIATION CLAUSE - ARBITRATION CLAUSE.

15.1. Applicable Law. This Contract shall be governed by the laws of the Republic of Italy.

15.2 Conciliation Clause + Arbitration Clause: Any dispute that may arise between the Parties in relation to this Contract, including issues concerning its validity, effectiveness, interpretation, execution and termination, shall be submitted to an attempt of conciliation provided by the Conciliation Service of the Milan Chamber of Arbitration and resolved in accordance with the provisions contained in the Regulations of procedure adopted by it. In the event of failure to reach an agreement, The dispute will be solved by arbitration in accordance with the Rules of the Arbitration Chamber of Milan, by a sole arbitrator or by three arbitrators, taking into account the concrete circumstances and value of the dispute, appointed in accordance with the Rules.

16. CONFIDENTIALITY OF INFORMATION.

As a result of this Agreement, the Parties may have access to each other's confidential information ("Confidential Information"); both of them undertake not to disclose, disseminate or communicate all the information or data relating to the manner of implementation of the security measures provided, technical rules, systems, electronic communication methods, attachments, security incidents that may have occurred, accounting, administrative or financial activities and any other information on which is marked "confidential" or "restricted" or equivalent formula and which, in any case, may be considered confidential business information of which they may become aware become aware of in the performance of this contract.

17. PROCESSING OF PERSONAL DATA (EU Regulation 27.04.2016 no. 679 GDPR)

17.1. *The processing by ID TECHNOLOGY of personal data provided by the Customer for the activation of the Service, shall take place in accordance with the provisions of EU Regulation 27.04.2016 n. 679, as specified in paragraphs 5.4, 5.5, 5.6 and 5.7 of the Supply Agreement. Therefore, the parties undertake to sign, by a separate deed, the appointment of ID TECHNOLOGY as External Data Processor pursuant to Article 28 EU Regulation 27.04.2016 GDPR and System Administrator under the November 27, 2008 Measure (as amended with Provision of June 25, 2009) of the Guarantor Authority for the Protection of Personal Data.*

17.2 ID TECHNOLOGY undertakes to comply with the conditions set out in paragraphs 2 and 4 of Article 28 of the EU Regulation 2016/679 to use another data controller; to do so, the Customer grants ID TECHNOLOGY a general authorization to use other data controllers and authorizes it as of now to use the sub-processors set out in the annex to the act of designation as External Data Processor ("List of Sub-Processors"). In the event that, by virtue of the general authorization granted by the Customer to ID TECHNOLOGY, the latter notifies the Customer of its intention to make use of other sub-processors, such sub-processors shall be deemed to be implicitly approved by the Customer, should the Customer fail to respond to ID TECHNOLOGY's notice within 15 (fifteen) days from the date of receipt of said notice (by PEC).