

General Terms and Conditions for the Provision of the MailSenpai Service (Licence Agreement)

1. Preamble

These General Terms and Conditions of Service form an integral and essential part of each order having as its object the provision of the service offered by **Octotech Solutions M.R.** (VAT No. IT07964530724), with registered office in Andria, Via E. Dandolo no. 29 (hereinafter "Octotech Solutions M.R."), and named "**MailSenpai**" (hereinafter also the "Service" or the "MailSenpai Platform"). The Service is also offered through the website (<http://www.mailsenpai.com> - <https://en.mailsenpai.com>).

MailSenpai is a platform that enables the management of a database – created or imported by the Customer – for the creation and sending of communications via EMAIL. Furthermore, through its own platform, MailSenpai also offers email services on a domain chosen by the Customer.

The Service includes, by way of example and without limitation, the processing of the data entered by the Customer in compliance with personal data protection legislation, profiling and control messaging.

The Service is provided under the conditions set out in the price list signed by the Customer in paper or electronic form.

The Customer is in a position to make use of the Service offered by Octotech Solutions M.R. and the latter meets the requirements necessary to ensure the proper performance of this agreement (hereinafter the "Agreement" or the "Contract").

Unless otherwise provided below in this Agreement or in subsequent agreements entered into with the Customer, any new feature or functionality that improves or expands the Service and any new service offered shall be subject to this Agreement.

The order to which this Agreement is annexed constitutes an irrevocable offer by the Customer and is immediately binding, pursuant to Article 1327 of the Italian Civil Code, that the requested service be performed by Octotech Solutions M.R. without prior acceptance and notice of commencement of performance. However, Octotech Solutions M.R. shall have the right not to accept such order, by notifying the Customer in writing within thirty days from receipt of the order itself.

The provision of the Service is subject to the conditions set out in this Agreement, and the signing hereof by the Customer implies acknowledgment of and full acceptance of such conditions.

2. Unilateral amendment of the contractual terms and of the nature of the services offered

Octotech Solutions M.R. reserves the right to amend at any time, including in a way that is less favourable to the Customer, the terms, fees and other conditions of the Contract, as well as the nature of the products and services offered through MailSenpai, for technical, economic, management-related reasons or for any other justified reason.

The amendments shall be effective as from the time they are communicated to the Customer, such communication being made in writing or by another durable medium, including e-mail.

The Customer shall have the right to terminate the Contract without penalties within 15 days from the date of receipt of the notice of the amendments, in which case the economic conditions previously in force shall remain applicable.

If the right of termination is not exercised within the above period, the amendments shall be deemed to have been fully acknowledged and accepted and shall become definitively effective and binding.

3. Definitions

"Registration process": the online or offline procedure by which the Customer registers by completing a form and providing information to Octotech Solutions M.R. in order for the Service to be provided. The registration process includes:

- the express approval of this Agreement, with the consequent assignment of an account by Octotech Solutions M.R. to the Customer;
- delivery of the privacy notice pursuant to Article 13 of Legislative Decree 196/2003 and EU Regulation 2016/679 (GDPR);
- the related consent form for the processing of the personal data of data subjects.

The collection of consent to the processing of the personal data of the data subjects who are recipients of the communications, by the Customer, is the exclusive responsibility of the latter and under its sole liability. The Customer therefore undertakes to send its own privacy notice to the recipients and to obtain their consent.

"Cost per send": means the price payable to Octotech Solutions M.R. for each message sent, in accordance with the terms set out in the price list.

"Pay-per-use – Pay as you go – Top-up": the consideration for the service – also offered through the website (<https://www.mailsenpai.com> - <https://en.mailsenpai.com>) – that the Customer pays in advance to Octotech Solutions M.R. in

order to purchase a certain number of sends up to the amount paid, in accordance with the rates set out in the price list.

"Confidential Information": means any type of information of a confidential or reserved nature, not in the public domain, provided by one party to the other.

"Force Majeure": means any type of unforeseen and unforeseeable event, including, by way of example, natural disasters, lightning, fires, explosions, socio-political events, wars, strikes and other events resulting from natural causes or from third parties, laws or regulations, telecommunications services, failures of telematic networks or any other cause beyond the control of either party, even if only one of them is affected.

"Message content": text, graphics, images, sounds and videos sent by the Customer to EMAIL or SMS addresses through MailSenpai.

"Software": all computer programs supplied to the Customer by Octotech Solutions M.R. and/or used by it for the provision of the Service, including the web interface and related applets.

"Bombing": mass sending of EMAIL and SMS messages intended to paralyse, block or slow down the recipient system.

"Spamming": the unsolicited sending of advertising or other forms of electronic communication to numerous EMAIL or SMS addresses through forms of mass distribution.

"Demo or Trial": the pre-contractual free trial period offered by MailSenpai during which the Customer may test the functionalities of the Platform and from which it may withdraw at any time, without any obligation or cost.

"Making Available": the time at which Octotech Solutions M.R.:

1. has received full payment of the fees due;
2. has configured the plan and generated the necessary DNS records;
3. has communicated to the Customer, by e-mail or by a traceable ticket, such DNS records and the related instructions.

"Operational Activation": the time at which Octotech Solutions M.R. verifies the correct propagation of the DNS records and confirms to the Customer the full operability of the Platform.

"Technical Parameters": the set of values and thresholds relating to (by way of example and without limitation) sending volume and speed, monthly reset methods, allocation of resources and dedicated IPs, and functionalities included in or excluded from Custom Plans, as indicated in the plan configurator (Order Form) available on the MailSenpai website and in the Order Summary email sent to the Customer, or in the Order Form provided by Octotech Solutions M.R. relating to the MailSenpai service offering.

4. Use of the Service and related applications

In order to use the Service, the Customer must have correctly completed the paper or digital forms that have been provided to it directly by the providers of the Service.

Octotech Solutions M.R. reserves the right to use the information collected in the Service registration forms in order to contact Customers exclusively for purposes related to the Service.

The Customer of the Service is required, under its sole responsibility, to keep the username and password chosen by it or assigned to it by Octotech Solutions M.R., to ensure the content of the files used or stored in its name in MailSenpai, and the accuracy of the information provided to Octotech Solutions M.R. when completing the registration form.

The Customer is deemed to be the custodian of the account and of the username and password chosen by it or assigned to it.

The Customer shall use the Service exercising the utmost care in the safekeeping and proper use of the Account. The Customer is responsible for all consequences arising from the use of the Account by third parties.

In the event of loss, theft, improper use and/or unauthorised use of the Account, the Customer must:

- a) immediately notify Octotech Solutions M.R. of the occurrence, by calling the specific telephone number communicated to the Customer or by using any other means agreed for this purpose;
- b) inform Octotech Solutions M.R. of any malfunction of the Service or of any actual or potential security issue.

By completing the registration procedure, the Customer agrees to ensure that it logs out correctly from the Service at the end of each session.

Octotech Solutions M.R. will make the Trial available to the Customer, during which the Customer may test the functionalities of the MailSenpai Platform and may withdraw at any time, without any obligation or cost.

Octotech Solutions M.R. reserves the right – without being under any obligation to do so – to deactivate any account which, in its sole discretion, may have potentially compromised the security of the system or, in light of the operations carried out, may lead to the belief that fraudulent operations are in progress (even at the attempt stage). In such case, Octotech Solutions M.R. shall not be required to pay any compensation to the Customer to whom such account has been assigned.

Unless otherwise and specifically indicated in the Order Form, no dedicated IP address will be assigned to the Customer. The IP

addresses required to provide the Service shall therefore be selected at the sole discretion of Octotech Solutions M.R., based on the workload detected and the reports issued by email ISPs/mailbox providers.

In the event dedicated IPs are assigned to the Customer, the indicated hourly sending speed will only be achieved after such IPs have acquired an adequate reputation. Such reputation may be achieved after approximately 6–10 mailings (to be carried out in accordance with industry best practices) and provided that such mailings do not generate issues such as the listing of one or more sending IPs or of the sending domain in a Relay Block List or international Blacklist, or a blacklisting or relay block listing with an Internet Service Provider.

The “Technical Parameters” (sending volume and speed, monthly thresholds, reset methods, allocation of resources and dedicated IPs and functionalities included/excluded in Custom Plans) are those indicated in the plan configurator (Order Form) available on the MailSenpai website and in the Order Summary email sent to the Customer, or in the Order Form provided by Octotech Solutions M.R. relating to the MailSenpai service offering.

Such Technical Parameters form an integral part of the Contract and apply as at the date of the request for the Plan or for an Upgrade. Any changes to the Technical Parameters will be operative only for service requests/Upgrade requests submitted after their entry into force and will be communicated in accordance with the procedures set out in Art. 2.

By completing the registration procedure, the Customer acknowledges that:

- Octotech Solutions M.R. is neither the author nor the publisher of the content transmitted by the Customer through MailSenpai, its activities being limited to making the MailSenpai platform available and, consistently, acting as system administrator, also in accordance with applicable legislation;
- Octotech Solutions M.R. is not and cannot be aware of the content sent by the Customer through MailSenpai. Octotech Solutions M.R. may become aware of such content solely for technical reasons, after the messages have been sent;
- Octotech Solutions M.R. is not and cannot in any way be deemed liable, from a civil, criminal or administrative standpoint, for the content sent by the Customer through MailSenpai;
- under no circumstances may Octotech Solutions M.R. be held liable in the event such content violates applicable legal provisions;
- the Customer is solely responsible for the collection and processing of the personal data contained in its own database. With regard to the nature of such data and the Customer’s compliance with personal data protection legislation, Octotech Solutions M.R. is not and cannot in any way be deemed liable, from a civil, criminal or administrative standpoint;
- the Customer is solely responsible for the content published and therefore hereby indemnifies and holds Octotech Solutions M.R. harmless from any and all liability arising directly or indirectly from the published content, as well as from any liability in relation to the methods adopted by the Customer for entering the data and content acquired and/or transmitted through the use of the Service.

Octotech Solutions M.R. reserves the right – without being under any obligation to do so – to monitor, without prior notice, any account and to deactivate it if, in its sole discretion, the content of such account is contrary to statutory provisions or to the principles of netiquette, in addition to what is provided for in the following article.

The Customer acknowledges and agrees that Octotech Solutions M.R. may use and/or disclose to the judicial authority or other public authorities having an appropriate order the information contained in its Customers’ databases and the log files of the activities carried out, in compliance with legal provisions, or in order to protect its own rights, including rights arising from the performance or interpretation of the contract.

Ten (10) days after the expiry date or termination of the Contract for any reason whatsoever, Octotech Solutions M.R. shall have the right to delete the data stored on behalf of the Customer on the MailSenpai platform, including any remaining credits as specified in the Contract. Such data may be freely accessed and downloaded by the Customer within the above term, using the normal functionalities of the MailSenpai platform. In the event access to the MailSenpai platform is suspended due to administrative irregularities, the Customer may regain access only after removing the cause that led to the suspension. Without prejudice to this right of deletion, longer retention periods may be required for reasons other than those indicated in this Contract, particularly in the event of investigations by law enforcement agencies or authorities responsible for any inspections.

It is understood that if Octotech Solutions M.R. receives reports of violations of law committed through the publication of material, or where the content violates the provisions of this Agreement, it may delete such content in whole or in part, in its sole discretion, while simultaneously or subsequently informing the competent judicial authority.

The Customer further hereby indemnifies and holds Octotech Solutions M.R. harmless from any and all liability that may arise from any unauthorised or unlawful use by third parties of the published material.

Octotech Solutions M.R. does not carry out any intermediation activity in connection with any commercial transactions that may be entered into between the Customer and other users who are recipients of communications sent via MailSenpai.

5. Customer obligations and warranties

By adhering to these General Terms and Conditions of Contract, the Customer warrants that:

- it is of legal age and, if acting on behalf of entities or organisations, it is duly empowered to enter into this Agreement;
- the information provided in the registration form is accurate, complete and truthful, and it undertakes to promptly notify Octotech Solutions M.R. of any changes.

The Customer warrants that it will not use the Service to:

- engage in spamming or bombing activities or to send communications that cause damage or disruption to the recipients of the communications or to third parties, or that violate applicable laws and regulations;
- conduct correspondence contrary to morality and public order or with the aim of disturbing public or private peace, or causing offence or direct or indirect damage to third parties;
- unlawfully intercept, impede, or interrupt IT and telematic communications and/or disclose their content;
- violate, misappropriate or suppress IT or telematic correspondence between third parties;
- communicate over the network in an offensive, insulting and/or defamatory manner;
- violate the privacy of other users of the network;
- contravene, directly and/or indirectly, the laws in force in the Italian State or any other State.

In particular, by way of example and without limitation, the Customer undertakes not to disseminate through MailSenpai any material that infringes copyright or other intellectual or industrial property rights.

The Customer further undertakes not to use the Service and not to send communications that may result in the publication of material that is:

- a) obscene or pornographic;
- b) child pornographic;
- c) blasphemous, offensive or contrary to morality and decency;
- d) contrary to public order;
- e) defamatory or otherwise detrimental to the honour and dignity of third parties;
- f) containing computer viruses.

The Customer is required to provide a valid and monitored email address – active for the entire duration of the contract – for receiving any data-processing requests made by data subjects to Octotech Solutions M.R. Privacy requests forwarded by Octotech Solutions M.R. must be processed by the Customer within 3 business days and in any case no later than 5 business days. Privacy notifications will be forwarded to the Customer from the email address (mailto: abuse@mailsenpai.com).

The Customer is aware that it is solely responsible, for all legal purposes, in the event of sending unlawful or inappropriate messages and any related attachments, and that under no circumstances may it request to be indemnified or compensated by Octotech Solutions M.R. Octotech Solutions M.R. is not required to monitor what is published by the Customer; therefore, it shall remain the exclusive responsibility of the Customer to check all content published in the context of the use of the Service.

In the event of a breach of the provisions laid down in this Agreement, Octotech Solutions M.R. may terminate the Service supply contract without any prior notice and without any compensation in favour of the Customer, without prejudice to any other right of recourse against the Customer responsible for such breach.

The Customer is also required to indemnify and hold Octotech Solutions M.R. harmless, both on the merits and in relation to legal proceedings, from and against any claim by third parties, demands, losses, damages, liabilities, governmental or administrative actions, costs or expenses, including legal fees, arising from the breach of one or more provisions of this Agreement.

Civil and criminal liability for the information transmitted through the Service offered by Octotech Solutions M.R. remains the exclusive responsibility of the Customer.

The Customer warrants that it owns, or has otherwise obtained where necessary, the right to use the data contained in its database that is used for the purposes of the Service.

The Customer also warrants the accuracy and truthfulness of all data and information provided to Octotech Solutions M.R.

Furthermore, the Customer expressly undertakes to use the MailSenpai Platform in compliance with the legislation in force, with particular reference to:

* the **"Guidelines on promotional activities and the fight against spam"** of 4 July 2013 (published in the Official Gazette No.

174 of 26 July 2013 – Register of measures No. 330 of 4 July 2013); and

* the “Decision on consent to the processing of personal data for ‘direct marketing’ purposes through traditional and automated contact tools” of 15 May 2013 (published in the Official Gazette No. 174 of 26 July 2013 – Register of measures No. 242 of 15 May 2013),

both issued by the Italian Data Protection Authority (*Garante per la protezione dei dati personali*).

The Customer undertakes to comply with the provisions concerning the prohibition on sending unsolicited and unwanted communications to recipients (otherwise referred to as sending “spam” or “spamming”). If the Customer uses the MailSenpai Platform for unlawful purposes and/or for sending unsolicited or unauthorised communications, thereby causing Octotech Solutions M.R. related service issues such as the listing of one or more sending IPs or of the second-level domain linked to the service in use in a Relay Block List or international Blacklist (including, by way of example and without limitation, URIBL, SURBL, SORBS, SPAMCOP, SPAMHAUS and others), or a blacklisting or relay block listing with an Internet Service Provider (including, by way of example and without limitation, Google, Microsoft, Yahoo!, AOL, GoDaddy, Register, Aruba, Fastweb, Alice and others), the Customer shall be deemed the sole and exclusive party responsible for such violations, holding Octotech Solutions M.R. harmless from any liability in this respect. Octotech Solutions M.R. reserves the right to take action in the appropriate fora to obtain compensation for damages, including in relation to third parties, arising from such conduct.

Octotech Solutions M.R. may at any time, including pre-emptively and from the Trial stage, suspend mailings via the MailSenpai Platform and request the Customer to provide documentation proving the existence and validity of recipients’ consent, under the terms referred to above, to receive communications sent via the MailSenpai Platform. The Customer shall have ten (10) calendar days from receipt of the communication sent by the abuse prevention service to provide the requested documentation.

If the Customer refuses to provide the requested documentation within the above time limit, or if such documentation is absent, unsuitable or incomplete, for any reason whatsoever, Octotech Solutions M.R. reserves the right, in its sole discretion, to reduce the sending speed until the risk of further violations is eliminated, or to permanently block access to the Platform and declare the Contract automatically terminated for breach. In such case, Octotech Solutions M.R. shall not be liable in any way and shall not be required to pay any indemnity and/or compensation for the unused service; Octotech Solutions M.R. shall be entitled to charge the Customer an amount of EUR 1,000.00 (one thousand/00) as a penalty, without prejudice to its right to compensation for any further damages of any kind, directly or indirectly caused by the use of addresses that do not meet the requirements laid down by applicable law and by this Contract.

The Customer further declares that it is aware of and accepts that the collection of recipients’ consent is an obligation exclusively incumbent on the Customer. When collecting such consent, the Customer must inform recipients that, for the sending of communications, it may make use of tools provided by third parties, such as the MailSenpai Platform.

It is also the exclusive responsibility of the Customer to inform recipients, before using the MailSenpai Platform, that – in relation to email communications – statistical tracking systems may be used that make it possible to detect the opening of a message and the clicks made on links (hyperlinks contained in the email), identifying in particular the number and date thereof, according to the technical specifications set out in the Privacy Notice.

Octotech Solutions M.R. is therefore released from, and shall be fully indemnified and held harmless by the Customer against, any liability arising from the methods adopted by the Customer for entering data into the databases made available to it for the use of the MailSenpai Platform, as well as from the methods used to obtain consent for the use of such tools.

In order to ensure a high quality of message delivery and to provide the Customer with every tool useful to prevent the sending of unwanted messages, MailSenpai will automatically exclude from the lists of recipients entered in the MailSenpai Platform: non-existent and/or incorrect email addresses, recipients who have expressed their wish not to receive communications from the Customer, and other recipients for whom any contact for commercial purposes would not comply with SPAM prevention criteria and would potentially be detrimental to the Customer’s commercial image, also taking into account best practices recognised by industry operators.

The Customer declares that it is aware that all correspondence between the Customer and Octotech Solutions M.R., including its staff, may be recorded and archived. Octotech Solutions M.R. reserves the right to publish or forward to third parties (such as, for example, ISPs or DNSBLs) any communication or correspondence between the Customer and the Abuse Desk service, identified by the email address (mailto:abuse@mailsenpai.com), as well as to disclose to the Customer’s recipients, upon their request following a report made to the Abuse Desk service, the identifying data of the Customer. By signing this Contract, the Customer grants Octotech Solutions M.R. the broadest possible release in this respect.

The Customer undertakes not to allow the use of the Service, for any reason whatsoever, by third parties not expressly authorised by it and, in any event, assumes liability, pursuant to this Agreement, for their conduct.

The Customer nonetheless assumes liability, for all purposes of this Agreement, for the use of the Service, for any reason whatsoever, by third parties authorised by it, such as, by way of example, employees, agents, representatives and collaborators of the Customer who use the Service, even occasionally. It is understood that the possibility of assigning this Agreement to third parties, whether free of charge or for consideration, temporarily or permanently, without the written consent of Octotech Solutions M.R., is expressly excluded.

Once prior written consent has been obtained from Octotech Solutions M.R., the Customer must in any event notify the date

on which the assignment will commence by registered letter with return receipt or by certified email (PEC).

6. Intellectual property rights and rights over the web interface

It is prohibited, directly or indirectly, to decompile, disassemble or attempt in any way to obtain the source code and its modules, the structures, underlying ideas or algorithms of the Service; to modify or create derivative systems based on the Service or on the programs that enable its use and operation; to copy, distribute or otherwise transfer the software or the use of the Service; or to remove ownership notices.

By signing this Agreement, it is acknowledged that the name, logo, design and slogans of all products or services supplied by Octotech Solutions M.R. (hereinafter referred to as the "Trademark") and the Service are the property of Octotech Solutions M.R.

The Customer is in no way authorised to use the Trademark in its own advertising or in the advertising of its products, or in any other commercial activity relating to it, without the prior consent of Octotech Solutions M.R.

The Customer acknowledges that:

- the software and the accounts covered by this Agreement may be the exclusive property of Octotech Solutions M.R. and/or of other companies that have granted a licence to Octotech Solutions M.R., which, under this Agreement, grants the Customer a non-exclusive, non-transferable licence to use the software and accounts, limited to the time strictly necessary for the performance of the Service;

- Octotech Solutions M.R. is the only party authorised to modify, correct, update or discontinue the use of the platform on which the Service is provided.

The Customer accepts that this Agreement does not grant the Customer any right to use, reproduce, modify, duplicate or distribute the Service or its contents protected by intellectual property protection laws, except as expressly permitted under this Agreement and the documentation attached hereto.

Upon termination for any reason of the Service supply contract, the Customer shall have the right to retrieve its own database transferred to MailSenpai, in the manner and format to be agreed with Octotech Solutions M.R.

7. Data protection, password confidentiality and subscriber security

Pursuant to Article 13 of Law No. 196/2003 (Italian Personal Data Protection Code), which protects individuals with regard to the processing of personal data, and to EU Regulation 2016/679 (the so-called "GDPR"), the use of data relating to the Customer or to third parties shall be carried out by Octotech Solutions M.R. in accordance with the principles of fairness, lawfulness and transparency and, in particular:

- a) the processing to which the data will be subject shall be carried out by Octotech Solutions M.R. in accordance with applicable legislation, exclusively for the purposes connected with the performance of this Contract;

- b) the data shall not be disclosed or transferred to third parties, pursuant to Article 26, paragraph 5 of Legislative Decree 196/2003 and to EU Regulation 2016/679, save as provided for in this Contract or in accordance with consent duly given by the data subjects. Such data may be disclosed only at the request of authorities lawfully authorised to receive them.

In particular, by signing this Contract and pursuant to Article 28 of the GDPR, the Customer, having deemed Octotech Solutions M.R. a suitable and reliable party, appoints Octotech Solutions M.R. as Processor or, as the case may be, Sub-processor for the processing of Personal Data in relation to which the Customer, or the third parties from whom the data are collected, act as "Data Controller or DPO (Data Protection Officer)". Octotech Solutions M.R. accepts such appointment upon its own signature, confirming that it is aware of the obligations arising therefrom and guaranteeing that it has the skills, experience and expertise, including technical expertise, to fulfil this role.

In particular, Octotech Solutions M.R. undertakes to process Personal Data in compliance with the instructions and provisions set out in the appointment deed attached hereto as "Annex 1", which forms an integral part of this Contract and is hereby incorporated in full.

It shall be the responsibility of the Data Controller to communicate to Octotech Solutions M.R. the processing instructions pursuant to the appointment.

If the Data Controllers of the processed data are third parties, the Customer undertakes to submit Annex 1 to such third parties, so as to enable them to assess the designation of Octotech Solutions M.R. as Data Processor in accordance with the law.

Also with reference to the provisions of Article 3 above, processing shall be limited to those personal data processing operations that are necessary and strictly indispensable for the performance of the activities covered by this Contract.

It is understood that the Customer is responsible for the consequences that may arise from the sending of data and/or communications that are unwanted or for which the recipient has not given the relevant consent to processing, and for which no liability may be attributed to Octotech Solutions M.R.

Where the personal data belong to third parties, the Customer – by signing this Agreement – undertakes to comply with the

provisions hereof also on behalf of the third parties from whom the data are collected.

To this end, the Customer declares and warrants that it shall indemnify and hold harmless Octotech Solutions M.R., as well as its affiliated or controlled entities, its representatives and employees, from any compensation obligations (including legal costs) that may arise against them in the event of non-compliance by the Customer with the obligations set out in the Contract or in the event of unlawful processing resulting from acts or omissions attributable to the Customer or to third parties connected to it for any reason, such as, by way of example, suppliers, collaborators, employees or any other third parties having a relationship with it.

The Customer shall indemnify and hold Octotech Solutions M.R. harmless also from any consequences arising from the improper use by the Customer itself of the services provided and, in particular, from any improper or fraudulent use of the platform made available through the websites (<https://app.mailsenpai.com/>) – (<https://www.mailsenpai.com>) – (<https://en.mailsenpai.com>), as well as from any damage or consequence resulting from the use of said platform in breach of personal data protection regulations or from the sending of material that may in any way offend the recipient.

At the Customer's request and to the extent of its competence, Octotech Solutions M.R. shall assist the Customer in responding to any requests from data subjects wishing to exercise their rights and addressed to the Customer in its capacity as Data Controller, pursuant to Article 7 of Legislative Decree 196/2003 and to EU Regulation 2016/679, ensuring that such response is provided as soon as possible and in any case within the time limits prescribed by applicable legislation, and undertakes to ensure the strict observance of any requirements and provisions that the Data Protection Authority (*Garante per la protezione dei dati personali*) may issue in relation to complaints or inspections.

8. Confidentiality undertaking

"Confidential Information" means all information of any nature (economic, commercial, financial, corporate, industrial, technical, technological), projects, analyses, documents, studies, drawings, papers, know-how or other material relating to the organisation, processes, activities, or business operation of either Party.

In view of the exchange of Confidential Information within the framework of this Agreement, each Party, in its capacity as recipient of such information, expressly undertakes to:

- a) treat as strictly confidential and secret all Confidential Information of which it becomes aware, and therefore to take all necessary and/or appropriate precautions in order to maintain the confidentiality and secrecy thereof;
- b) not to use the Confidential Information of which it has become aware or into whose possession it has come for purposes other than those necessary for the performance of the Agreement;
- c) not to disclose and/or disseminate Confidential Information to any third party in any manner whatsoever;
- d) not to disclose to third parties the existence of an exchange of Confidential Information between the Parties;
- e) ensure that the terms of this Undertaking are complied with by its employees and non-employees and by any other person who, pursuant to the following point, has come into possession of Confidential Information.

This Undertaking does not prohibit the disclosure of Confidential Information:

- i) to third parties, such as employees and non-employees, legal and/or financial advisers, or credit institutions, where the transfer of Confidential Information to such parties is indispensable for the practical implementation of the transaction that the Parties intend to complete;
- ii) where the disclosure of Confidential Information has been previously authorised in writing by the Party concerned;
- iii) where such disclosure is required by law.

For the purposes of this Undertaking, the following shall not be considered Confidential Information:

- a) information which, at the time of disclosure, is in the public domain or subsequently becomes so through no fault or act/omission of the receiving Party;
- b) information that the receiving Party can prove it already lawfully possessed.

In the event of a breach and/or threatened breach of the confidentiality obligation, the "aggrieved" Party threatened by the disclosure of Information may, without prejudice to any other legitimate remedies available to it, bring proceedings before the competent judicial authority – without being required to prove specific damage – in order to obtain a court order to prevent or stop the unauthorised disclosure of Confidential Information.

The Parties acknowledge that the failure to exercise, or the partial exercise of, any action to protect the secrecy of Confidential Information shall not prevent the subsequent exercise thereof nor the possibility of obtaining compensation for damage suffered as a result of a breach of the obligations set out in this Undertaking.

All documentation, of any nature, containing Confidential Information is and shall remain the exclusive property of the Party that disclosed it. Therefore, upon written request of the disclosing Party, the receiving Party shall promptly return such documentation or destroy it.

9. Disclaimer

The cost of the network connection required to make use of the Service shall be borne exclusively by the Customer.

Octotech Solutions M.R. shall not be liable in the event of delays, malfunctions or interruptions in the provision of the Service caused by:

- (a) force majeure;
- (b) tampering with, or interventions on, the Service or on equipment by the Customer or by third parties, whether authorised or unauthorised by the Customer;
- (c) incorrect use of the Service by the Customer;
- (d) malfunction of the terminals used by the Customer;
- (e) total or partial interruption of the local access service or of the call termination service provided to the Customer by a telecommunications operator.

Likewise, Octotech Solutions M.R. shall not be liable in the event of delays, malfunctions or interruptions in the provision of the Service arising from the Customer's failure to comply with applicable laws or regulations, in particular laws or regulations on safety, fire prevention and accident prevention.

Octotech Solutions M.R. shall not be liable to the Customer, to persons directly or indirectly connected with the Customer, or to third parties for any damage, loss or cost incurred as a result of suspensions or interruptions of the Service due to force majeure or fortuitous events.

The Customer expressly agrees that the use of the Service is entirely at the Customer's own risk; the Service is provided "as is" and to the extent that it is accessible and available.

Octotech Solutions M.R. does not provide any explicit or implicit warranties as to the quality of the Service or its fitness for any particular purpose.

No advice or information, whether oral or written, obtained by the Customer from Octotech Solutions M.R. or in the course of using the Service shall create any warranties that are not expressly provided for in these General Terms and Conditions or in documents that may be attached or signed in the future by the Customer, or in applicable law.

The Customer acknowledges and agrees that – to the maximum extent permitted by law – Octotech Solutions M.R. cannot be held liable for any damage – whether direct or indirect – including, by way of example and without limitation, loss of revenue, clientele, data or any other tangible or intangible asset of the Customer arising from the use of, or inability to use, the Service or from third-party access to the Customer's account.

In such cases, where it is promptly informed by the Customer, Octotech Solutions M.R. shall use reasonable efforts, without any guarantee as to the effectiveness of the result, to restore the Service or to limit the damage.

Octotech Solutions M.R. shall not be held liable for Service malfunctions arising from the condition of telephone lines, power lines or national and international networks, such as failures, overloads, interruptions, etc.

Octotech Solutions M.R. shall not be held liable for failure to perform its obligations under this Agreement where such failure results from causes beyond its reasonably foreseeable control or from events of force majeure.

Nor shall Octotech Solutions M.R. be liable for failures by third parties that adversely affect the operation of the Service made available to the Customer, including, by way of example, slowdowns in speed or failure of the telephone lines or computers that manage the telematic traffic between the Customer and the system on which the Service is hosted and operates.

The Customer undertakes to indemnify and hold Octotech Solutions M.R. harmless from any and all losses, damages, liabilities, costs, charges and expenses, including any legal costs, that may be incurred or suffered by Octotech Solutions M.R. as a consequence of any failure by the Customer to comply with the obligations and warranties assumed by the Customer by signing this Agreement, and in any case in connection with the sending of information and/or data attributable to the Customer.

Without prejudice to Octotech Solutions M.R.'s obligation to provide services performed in a workmanlike manner, Octotech Solutions M.R. – save in cases of wilful misconduct or gross negligence – does not assume any liability beyond that contemplated in this Agreement. In any event, any compensation shall not exceed 10% of the total consideration paid by the Customer to Octotech Solutions M.R.

10. Right of withdrawal

Octotech Solutions M.R. reserves the right to withdraw from this Agreement at any time by giving written notice to the Customer, in the event of a breach of any of the provisions contained in the Agreement or in the event of irregularities in the payment of any amounts due for any reason under this Agreement.

In such case, the Customer shall not be entitled to any refund or indemnity of any kind, while Octotech Solutions M.R. shall reserve the right to claim compensation for any damages suffered.

The Customer may give notice of termination by sending written notice by registered letter with return receipt to the registered office of Octotech Solutions M.R. or by certified email (PEC) to the address (mailto: riccardo.matera@pec.it), at least 30 (thirty) days prior to the expiry of the Contract.

11. Warranty of minimum service level

Availability of the MailSenpai Platform. Under this Contract, Octotech Solutions M.R. undertakes to make the MailSenpai Platform available with an uptime availability rate of 99%, 24 hours a day, 365 days a year. The Parties acknowledge that, in any event, Octotech Solutions M.R. cannot be held liable for any unavailability of the MailSenpai Platform due to events and circumstances attributable to the Customer or to persons whose conduct the Customer is responsible for, such as, by way of example and without limitation, the availability of an adequate Internet connection at the Customer's premises or hardware, software or network problems within the Customer's organisational structure.

The definition of the guaranteed minimum service level does not include ordinary maintenance activities notified to the Customer at least 2 (two) calendar days in advance, and extraordinary maintenance activities notified to the Customer with a notice period that may be less than 4 (four) hours. During public holidays and between 00:00 and 06:00 on business days, occasional service interruptions may be necessary due to maintenance operations on the software, which shall not be taken into account when determining the guaranteed minimum service level, and for which Octotech Solutions M.R. shall bear no liability whatsoever.

Customer support. As an ancillary and instrumental service to ensure the correct use and full functionality of the MailSenpai Platform, Octotech Solutions M.R. undertakes to provide technical support for notifications relating to problems affecting the proper functioning of the MailSenpai Platform from Monday to Friday, from 10:00 to 18:00 (any changes to the days and times will be published on the relevant web page), excluding public holidays, using one of the methods set out below as selected by the Customer:

[a] STANDARD SUPPORT – Technical support by EMAIL or Ticket via the following web address: ticket.mailsenpai.com, on issues relating to the functioning of the MailSenpai Platform, with acknowledgement of the issue within 10 business hours and intervention, with a request for confirmation from the Customer, within 24 business hours (the 24 business hours shall be calculated as from the time when technical support provides the first response acknowledging the request). Support does not include advice on message composition, HTML code, the design and qualitative level of communications, or deliverability issues (message delivery). Response times are guaranteed from the moment when all information suitable for the exact identification of the problem has been provided to technical support.

[b] PRIORITY SUPPORT – Support by EMAIL and by TELEPHONE/CHAT (activated upon the Customer's request in the Order Form) on issues relating to the functioning of the MailSenpai Platform. Support does not include advice on message composition, HTML code, the design and qualitative level of communications. Support on deliverability-related topics (message delivery) is not included. The Priority Support option includes:

- highest priority in processing requests;
- the possibility of contacting technical support by telephone or via chat.

The request shall be acknowledged by support staff within 6 business hours. The intervention, with a request for feedback from the Customer, shall take place within 18 business hours from the acknowledgement of the problem (the 18 business hours shall be calculated as from the time when technical support provides the first response acknowledging the request). Response times are guaranteed from the moment when all information necessary to fully identify the request has been provided.

The support covered by this option is provided following the opening of the relevant support request (Ticket), by telephone or email or directly at the web address ticket.mailsenpai.com, in accordance with the methods and timeframes specified above. In the event of a first contact by telephone, the operator shall collect the information provided by the Customer and open the corresponding support Ticket.

[c] DELIVERABILITY SUPPORT – intended to preserve and maintain over time the highest possible sending quality by addressing anomalies and critical issues through technical configurations, implementation of industry best practices, authentication solutions and monitoring activities. In detail, it includes:

- background analysis and assessment of domain reputation;
- initial consultancy at configuration stage and, upon request, on deliverability-related topics;
- ramp-up when introducing new sending streams;
- configuration of dedicated IP addresses, where necessary;
- email authentication;
- separate configurations dedicated to transactional mailings, promotional mailings (DEM) or other types of message;

- testing activities and, if necessary, baselining;
- management of relationships with ISPs;
- ad hoc configurations for specific sending streams;
- priority support, with acknowledgement of a support request within a maximum of 6 business hours.

List of contacts authorised to request support. Technical support by EMAIL, as described in the preceding paragraph, shall be provided by MailSenpai exclusively to the contacts (email addresses) previously entered by the Customer in the list of Administrative Contacts selected to receive Technical Information. It shall be the sole responsibility of the Customer to keep such list constantly up to date by communicating any changes. MailSenpai shall in no event be held liable for technical support provided as a result of failure or delay by the Customer in updating, or incorrect or negligent completion of, the list of Administrative Contacts authorised to request support interventions.

Telephone support, included in the support options referred to in letters [b] and [c] of this Article, is provided by Octotech Solutions M.R. only in Italian. For Customers who speak languages other than Italian, Priority Support and Deliverability Support may be provided exclusively in English by email or ticket, or via chat.

12. Payment and invoicing terms

The Contract is for a fixed term based on the minimum term and the corresponding usage fee selected by the Customer (by way of example and without limitation, 3, 6, 12, 24, 36 months). The term shall run from the Date of Making Available of the MailSenpai Platform. Upon the expiry date, the Contract shall be automatically renewed for an equal term (e.g. 3, 6, 12, 24, 36 months, etc.), starting from the same expiry date, unless notice of termination is given by either Party in the manner set out above.

If notice of termination is given after the above essential deadline, such notice shall be ineffective and the Customer shall be required to pay in full the consideration for the subsequent period, even in the event of non-use, in view of the MailSenpai Platform having been made available. It is understood that, should the Customer wish to give notice of termination before the end of the chosen term, it shall in any event be required to pay the usage fee for the entire period.

During the Demo, the Customer may freely discontinue the trial use of the Service at any time and at no cost. Octotech Solutions M.R. reserves the right not to proceed with the sending of communications and/or marketing campaigns scheduled by the Customer through the MailSenpai Platform where such sending, although starting during the term of the Contract, continues beyond the expiry date thereof.

Termination of fees relating to additional optional functionalities must be exercised in accordance with the same procedures indicated above (registered letter with return receipt or certified email – PEC), always by the relevant expiry date.

The Customer may request upgrades of subscribed plans – both for recurring-fee plans (quarterly, half-yearly, yearly) and pay-as-you-go plans (12-month credit blocks) – in order to activate additional optional functionalities or advanced options.

Upgrades may be requested exclusively from the Support Team, by means of a specific communication via ordinary email or Ticket in which the Customer specifies the desired functionalities. Octotech Solutions M.R. reserves the right to assess the request and, at its sole discretion, to accept or refuse the upgrade request for technical or organisational reasons. If it is not possible to apply the upgrade to the current plan, Octotech Solutions M.R. may propose alternative solutions or different plans.

The activation of each upgrade generally requires a period of up to 5 (five) business days from the date of acceptance of the Upgrade order. This period may be extended where complex technical activities are required of Octotech Solutions M.R. and/or there are tasks for the Customer (e.g. communication of the sending domain, entry or modification of DNS records, third-party configurations). The Customer hereby accepts such timeframes and releases Octotech Solutions M.R. from any liability or dispute in relation to delays caused by such circumstances.

Upgrades of recurring-fee Plans are subject to proportional recalculation (pro-rata) based on the monthly value of the additional package and the months remaining until the expiry of the current plan.

Upgrades of pay-as-you-go Plans are subject to proportional recalculation (pro-rata) based on the annual value of the additional package and the months remaining until the expiry of the credit block. For the purposes of the calculation, any month that has begun shall be deemed to be a full month.

Upgrades result in a change to the CPM applied beyond the threshold and in the definition of a new renewal fee amount (for recurring-fee plans) or of the unit cost of remaining credits (for pay-as-you-go plans). The related cost shall be charged immediately; the original expiry date of the plan shall remain unchanged. No refunds, offsets or extensions of the term for unused time shall be granted, and downgrades of the plan during the term thereof shall not be permitted.

A minimum activation amount is required for each individual upgrade request, as indicated on the “Plans” page of the website.

The Customer acknowledges and accepts that the economic conditions relating to optional functionalities may be subject to change. It is the Customer’s responsibility to check for any updates in the “Plans” section of the MailSenpai website, in force at the time of the upgrade request.

The Customer shall indemnify and hold harmless Octotech Solutions M.R. and its staff from any liability, damage or claim arising

from delays, suspensions, impossibility of performance or errors in the activation of upgrades, provided that such events are attributable to technical or organisational conditions or to integration activities falling within the Customer's responsibility.

Octotech Solutions M.R. offers, on request and on the basis of differentiated economic conditions and delivery times, professional services such as, by way of example and without limitation, deliverability consultancy, audits, training, template creation, campaign management and other personalised services. The specific offerings and terms applicable to each service shall be set out in a dedicated Order Form.

Any one-off professional services purchased by the Customer shall have the specific duration set out in the relevant Order Form or Order, and in any event for the shorter period between the issue date of the Order and the expiry date of the Contract or its termination in cases of early termination. Should the Customer fail to use such ancillary services within the aforesaid period, it shall nevertheless be required to pay the full consideration and shall not be entitled to any refund.

The Customer shall, within 30 days from the Date of Making Available of the Service, specify the sending domain and correctly enter the DNS records communicated. Failure to do so within this period shall constitute creditor's default (*mora del creditore*) pursuant to Article 1206 of the Italian Civil Code, without suspending or extending the contractual term.

The Service shall be deemed made available to the Customer only after the collection of the relevant fees and the communication of the necessary DNS records ("Making Available") by Octotech Solutions M.R. The effective operational availability of the Service is subject to the entry of the DNS records by the Customer and their subsequent verification by Octotech ("Operational Activation"). Octotech undertakes to send the DNS records and thus to carry out the Making Available within 5 business days of successful payment and, in any event, no later than 15 days from the date of payment of the fees, unless otherwise agreed between the Parties. It is hereby specified that, in the event of payment in a currency other than Euro (€), the fee invoiced to the Customer shall be calculated on the basis of the official exchange rate on the day prior to the date of issue of each invoice.

The Date of Making Available of the Service shall correspond to the actual date of the communication, by email or traceable ticket, by which Octotech Solutions M.R. informs the Customer that the Service has been made available or, in the absence of such communication, to the date corresponding to the fifteenth day following payment of the fees.

Payment of the fees shall be made by the Customer by bank transfer or card payment. Once successful payment has been verified, Octotech Solutions M.R. shall issue the corresponding invoice.

By paying the periodic fee for the MailSenpai Platform, the Customer may send a certain number of emails defined as a "threshold". Such quantity must be used within the relevant month, and, at the end of each month, the usage counters shall be reset. Without prejudice to payment of the aforementioned periodic fee and subject to any different provisions in the Order, the Customer may send emails even beyond the chosen monthly volume threshold. Any mailings exceeding such threshold shall be calculated in arrears by applying the CPM (cost per thousand emails sent) indicated in the Order.

Usage exceeding the subscribed monthly threshold shall be invoiced monthly where such usage results in an amount, net of VAT, of at least EUR 50; otherwise, it shall be invoiced upon reaching this amount in the following month. If, by the expiry date of the fee, usage exceeding the monthly threshold has not resulted in a minimum amount of EUR 50, such usage shall be invoiced on that date.

Use of the MailSenpai Platform for sending emails is permitted not only through payment of a periodic fee, but also on a Pay-as-you-go basis. In order to send emails in Pay-as-you-go mode, the Customer must first purchase a "top-up" expressed in "credits", in predefined and indivisible quantities. Once the pre-purchased credits have been used up, no further mailings are possible unless an additional credit package is purchased. Credits purchased have the specific term indicated in the Order and in any case not exceeding 12 months. Once expired, any unused remaining credits shall be cancelled and the corresponding amount shall be definitively retained by Octotech Solutions M.R., with no refund or restitution due; at the same time, all data stored within the MailSenpai Platform shall be deleted without any possibility of recovery. The Customer may extend the expiry date of the total remaining credits, for the further term provided in the Order or, if no term is provided, for an additional 12 months, by purchasing a new credit package at any time.

All amounts indicated on the website and in the Order shall be deemed exclusive of VAT.

Payment of all amounts due to Octotech Solutions M.R. under this Contract may not be delayed or suspended for any reason whatsoever, not even in the presence of pending disputes, it being understood – including by way of derogation from Article 1460 of the Italian Civil Code – that the Customer may assert any rights it may have solely through separate proceedings and only after it has fully discharged its obligation to pay the fee. In the case of payment by credit card or PayPal, recurring payment shall be activated, whereby on the renewal date, the amount corresponding to use of the MailSenpai Platform and the options already activated, for a further term of the same duration, shall be automatically charged pursuant to the pre-authorised debit, unless the Customer exercises its right of termination by express notice, in accordance with the procedures and time limits set out in the preceding paragraphs.

If, at the automatic renewal of the Contract, the pre-authorised debit is unsuccessful for any reason, this shall result in the immediate suspension of sending functionalities and simultaneous notification of non-payment to the Customer's Administrative Contacts selected to receive administrative information. If a further 10 (ten) calendar days elapse without the Customer having made payment, Octotech Solutions M.R. may block access to the MailSenpai Platform and/or declare the Contract automatically terminated and proceed to the subsequent deletion of the Customer's data, without prejudice to Octotech Solutions M.R.'s right to receive and/or definitively retain the fees for the entire contractual period.

The Parties agree that, in the event of late payment of the fee, default interest shall be payable pursuant to Legislative Decree No. 231 of 9 October 2002, as amended. The periodic fee for the MailSenpai Platform, the related options, ancillary services and support may be subject to annual adjustment effective from the subsequent renewal.

The Customer is aware of and accepts that Octotech Solutions M.R. also reserves the right to amend or discontinue individual services and/or functionalities of the MailSenpai Platform without any obligation to notify the Customer. Consequently, the Customer accepts that MailSenpai does not provide any warranty as to the continuity of use and provision of specific functionalities of the MailSenpai Platform. In any case, Octotech Solutions M.R. shall use reasonable commercial endeavours to inform the Customer in advance of any changes that entail a substantial reduction in the overall level and quality of the MailSenpai Platform.

Any complaints by the Customer regarding amounts charged or invoiced must be sent by the Customer by written communication to the registered office or operating office of Octotech Solutions M.R. within 30 (thirty) days from the date of receipt of the invoice. In the absence of a timely complaint, the invoices shall be deemed accepted.

13. Jurisdiction

Any disputes arising out of the interpretation and performance of this Contract shall be subject to the exclusive jurisdiction of the Court of Trani.

14. Reference and miscellaneous

Octotech Solutions M.R. may unilaterally amend this Licence Agreement. Any amendment shall take effect from the time it is notified by email to the Customer's Administrative Contact and shall be deemed accepted by virtue of the Customer's continued use of the Service covered by this Contract following notification of the amendments and/or additions in the aforesaid manner. Such conduct shall be deemed acceptance of said amendments and/or additions by the Customer pursuant to Article 1327 of the Italian Civil Code.

If the Customer does not intend to accept the aforesaid amendments and/or additions, it shall be required to notify Octotech Solutions M.R. thereof by means of an explicit declaration sent to Octotech Solutions M.R. by PEC or registered letter with return receipt within 10 (ten) days from receipt of the above-mentioned email; in such case Octotech Solutions M.R. shall be entitled to terminate the Contract and to demand payment of the fee for the period during which the Customer has used the Platform and/or to retain the amount due for the portion corresponding to the period during which the Customer has used the Platform.

Tolerance by either Party of a breach of any provision of this Agreement shall in no way constitute a waiver of, or amendment to, the corresponding rights.

Validity of contractual clauses. The clauses of this Contract shall be deemed fully in force and accepted by the Customer even in the event of free and/or temporary use of the functionalities provided by Octotech Solutions M.R. for any reason.

For any matters not expressly provided for in this Agreement, the applicable statutory provisions in force shall apply.

The Parties undertake to resolve amicably and in a cooperative spirit any disputes that may arise in the course of carrying out the activities.

If any provision of this Contract is declared invalid or ineffective, such declaration shall not affect the validity or effectiveness of all other provisions of this Contract, which shall remain in force notwithstanding the declaration of invalidity or ineffectiveness of the former. In such case, where necessary, the Parties shall replace the invalid or ineffective provisions with other provisions in such a way as to preserve the purposes and balance of this Agreement.

The Parties agree that: (a) communications in electronic format shall be regarded as "written" where the applicable law requires written form; and (b) evidence in electronic format shall be admissible in court or in any other quasi-judicial proceedings between the Parties.

The Customer expressly acknowledges that, by signing this Contract, it accepts all the clauses, none excluded, of these General Terms and Conditions. The Parties expressly declare that this Contract has been discussed and assessed clause by clause and has been freely and knowingly signed.

For the convenience of the Parties, this Contract is drawn up in two languages: Italian and English. In the event of a dispute, the Italian text shall be the only authentic version and the only language of the proceedings shall be Italian.

Octotech Solutions M.R. reserves the right to conclude the Contract by written notice of acceptance to the Customer or by beginning to perform the services requested by the Customer in the Order Form. Following acceptance, Octotech Solutions M.R. shall inform the Customer of the Date of Making Available of the Service. The Contract shall take effect from the Date of acceptance.



By signing this Agreement, the Customer agrees that – pursuant to Article 5, paragraph 3 of Legislative Decree 185/1999 – the right of withdrawal within 10 days from the signing of the Contract shall not apply.

FOR ACCEPTANCE

STAMP and LEGIBLE SIGNATURE

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, we declare that we have read, and we hereby specifically approve and accept, Articles 1 (Irrevocability of the Order), 2 (Unilateral amendment of the contractual conditions), 4 (Deactivation of the account without notice; Deletion of data and remaining credits), 5 (Penalties, indemnities and liability of the Customer), 6 (Limitations on rights to use the software), 7 (Indemnity for data processing and damage to third parties), 9 (Disclaimer and limitations of liability), 10 (Unilateral right of withdrawal of Octotech Solutions M.R.), 12 (Payments, tacit renewal and consequences of non-performance), 13 (Exclusive jurisdiction) and 14 (Waiver of the right of withdrawal) of these General Terms and Conditions of Contract.

STAMP and LEGIBLE SIGNATURE

Annex 1 – DPA (Data Processing Agreement)

Octotech Solutions M.R., acting through its pro tempore Legal Representative ("Mailsenpai" or the "Processor"), and the Customer, acting through its pro tempore Legal Representative ("Controller" or the "Customer"), have entered into a software-as-a-service licence agreement ("Software As A Service") for the sending of marketing and transactional communications and for the provision of the Processor Services, which entails the processing of personal data (hereinafter, the "Contract").

This data processing agreement (including its appendices, the "Data Processing Agreement" or "DPA") contains the provisions of Article 28 GDPR as interpreted by the European Data Protection Board in Opinion 14/2019.

The Data Processing Agreement is entered into between Mailsenpai and the Customer and supplements the Contract. The Data Processing Agreement shall be effective as from the Effective Date and for the entire Term, and shall replace any other agreement between the parties previously applicable in relation to the same subject matter (including any amendments or data processing addenda relating to the Processor Services).

If you are signing this Data Processing Agreement on behalf of the Customer, you warrant that: (a) you have authority to bind the Customer to this Data Processing Agreement; and (b) you are signing this Data Processing Agreement on behalf of the Customer. Please do not sign this Data Processing Agreement, and instead forward it to an authorised representative, if you do not have authority to bind the Customer.

1. Preamble

This Data Processing Agreement (DPA) reflects the parties' agreement in relation to the processing of the Customer's Personal Data as governed by European and national legislation.

2. Definitions

2.1 In this Data Processing Agreement, all capitalised terms shall have the following meaning:

Supervisory Authority – means a "supervisory authority" as defined in the GDPR.

Mailsenpai – means the party to the Contract that provides the service.

Effective Date – means the date on which Mailsenpai signed, or the parties otherwise agreed on the entry into force of, the Contract or this Data Processing Agreement.

Customer's Personal Data – means the Customer's personal data that are processed by Mailsenpai in the provision of the Processor Services by Mailsenpai.

Security Documentation – means the documentation that Mailsenpai makes available in relation to the Processor Services and referred to in Appendix 2.

Term – means the period from the Effective Date until the end of Mailsenpai's provision of the Processor Services under the Contract.

GDPR – means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC.

Incident – means a breach of security at Mailsenpai leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Customer's Personal Data on systems managed or otherwise controlled by Mailsenpai.

Notification Email Address – means the address entered by the Customer in the specific administrative section dedicated to the privacy contact, as provided under Article 5.3 of this Agreement.

Additional Instructions – means the additional instructions that reflect the parties' agreement on further conditions governing the processing of certain data in connection with certain Processor Services.

European and national legislation – means the GDPR and the legislation of the applicable EU Member State governing the processing of the Customer's Personal Data.

Transfer Mechanisms – means a binding decision issued by the European Commission allowing the transfer of personal data from the EEA to a third country whose domestic legislation provides an adequate level of protection for personal data. Where such binding decision is not available or effective, Transfer Mechanisms shall mean the Standard Contractual Clauses as adopted from time to time by the European Commission for the transfer of personal data, as well as binding corporate rules (BCRs).

Security Measures – means the measures indicated in Section 7.1.1 (Security Measures on Mailsenpai systems).

EEA – means the European Economic Area.

Processor Services – means the services offered under the Contract and collectively described in Appendix 1.

Sub-processors – means the third parties authorised under this Data Processing Agreement to process the Customer's Personal Data for the purpose of providing part of the Processor Services and/or any related technical support.

2.2 The terms "Personal Data", "Data Subject", "Processor", "Controller", and "Processing" have the meaning given to them in the GDPR.

2.3 The terms "include" and "including" are illustrative and do not limit the generality of the related concept.

2.4 Any reference to a law, regulation, statute or other legislative act is a reference to such act as amended or re-enacted from time to time.

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

3. Term

This Data Processing Agreement shall be effective for the entire Term and until the Processor has deleted all of the Customer's Personal Data.

4. Scope

4.1 Application to the Processor Services. This Data Processing Agreement applies only to those services in respect of which the parties have agreed on its application, namely the services set out in the Contract.

4.2 Application of Additional Instructions. During the Term, the Controller may provide MailSenpai with Additional Instructions, which MailSenpai may not unreasonably refuse where such Additional Instructions are necessary to enable the Controller to comply with any obligation imposed on the Controller under European and national legislation. In all other cases, MailSenpai shall be entitled to negotiate with the Controller the content of the Additional Instructions and shall not be required to implement them until an agreement has been reached. Once both parties have confirmed the Additional Instructions, such Additional Instructions shall be deemed an integral part of this Data Processing Agreement.

4.3 Costs arising from the implementation of Additional Instructions. Additional Instructions and/or their integration, amendment or reduction shall not result in additional costs for MailSenpai; otherwise, the Controller acknowledges and agrees that all costs arising, directly or indirectly, from MailSenpai's compliance with the Additional Instructions shall be borne exclusively by the Controller.

5. Data processing

5.1 Roles, responsibilities and instructions

5.1.1 The parties acknowledge and agree that:

- a) Appendix 1 describes the subject matter and details of the processing of the Customer's Personal Data;
- (b) MailSenpai acts as a Processor of the Customer's Personal Data under European and national legislation;
- (c) the Customer acts, as the case may be, as Controller or Processor of the Customer's Personal Data under European and national legislation; and
- (d) each party shall comply with the obligations applicable to it under European and national legislation in relation to the processing of the Customer's Personal Data.

5.1.2 ****Authorisation by a third-party Controller.**** Where the Customer acts as a Processor on behalf of a Customer Affiliate or of a different Controller, the Customer warrants to MailSenpai that the Customer's instructions and actions in relation to the Customer's Personal Data, including the appointment of MailSenpai, have been authorised by the relevant Controller.

5.2 Controller's instructions

Pursuant to this Data Processing Agreement, the Controller instructs MailSenpai to process the Customer's Personal Data:

- (a) only in accordance with applicable law;
- (b) only for the purpose of providing the Processor Services and any related technical support;
- (c) as further specified/indicated by the Customer through its use of the Processor Services (including changes to the settings and/or functionalities of the Processor Services) and any related technical support;
- (d) as documented in the Contract, including this Data Processing Agreement;
- (e) in order to ensure a level of security appropriate to the risk, to perform automatic checks against predefined control lists, through the use of automated systems capable of detecting contacts acquired or maintained in breach of industry best practices, for the purpose of detecting any abuse and automatically unsubscribing such contacts; and
- (f) as further documented in any written instruction provided by the Controller to MailSenpai as an additional instruction for the

purposes of this Data Processing Agreement.

5.3 Mailsenpai's compliance with instructions

Mailsenpai shall comply with the instructions set out in Section 5.2 (Controller's instructions), unless European or national legislation to which Mailsenpai is subject requires it to carry out different or additional processing of the Customer's Personal Data (e.g. transfer of personal data to a third country or an international organisation), in which case Mailsenpai shall promptly inform the Customer via the Notification Email Address (unless such legislation prohibits Mailsenpai from doing so on important grounds of public interest).

6. Deletion and export of data

6.1 Deletion and export during the Term

6.1.1 Processor Services with export functionality. To the extent that the Processor Services include the Controller's ability to autonomously export the Customer's Personal Data in an interoperable format, Mailsenpai undertakes, as far as possible, to ensure that such export functionality is available throughout the Term, without prejudice to any additional specific provisions set out in the Contract.

6.1.2 Processor Services with deletion functionality. To the extent that the Processor Services include the Customer's ability to autonomously delete the Customer's Personal Data, Mailsenpai undertakes, as far as possible, to ensure that such deletion is available throughout the Term, unless European and national legislation requires retention for a longer period. In the latter case, Mailsenpai shall process the Customer's Personal Data only for the purposes and for the duration laid down by such legislation. Any additional specific provisions set out in the Contract shall remain unaffected.

6.2 Deletion upon expiry of the Term

Upon expiry of the Term, the Customer instructs Mailsenpai to delete all of the Customer's Personal Data (including existing copies) from Mailsenpai's systems in accordance with applicable law. Mailsenpai shall carry out this instruction as soon as reasonably practicable, unless European and national legislation requires their retention in accordance with Section 6.3 below.

6.3 Method of deleting the Customer's data

Ten (10) days after the Expiry Date or termination of the Contract for any reason, Mailsenpai shall be entitled to delete the data stored on behalf of the Customer on the Mailsenpai platform, including any remaining credits as specified in the Contract. Such data shall be freely accessible and downloadable by the Customer within the above period using the normal functionalities of the Mailsenpai Platform.

If access to the Mailsenpai Platform is suspended due to administrative irregularities, the Customer may regain access only after eliminating the cause that led to the suspension. Without prejudice to this right of deletion, longer retention periods may also be required for reasons other than those indicated in this Contract, in particular in the event of investigations by the Judicial Police or bodies entrusted with inspections.

7. Data security

7.1 Security Measures and assistance by Mailsenpai

7.1.1 Security Measures on Mailsenpai systems. Mailsenpai shall implement and maintain technical and organisational measures to protect the Customer's Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, as described in Appendix 2.

Taking into account the state of the art and the costs of implementation, as well as the nature, scope, context and purposes of the processing carried out through the Processor Services and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Appendix 2 shall at all times include security measures intended to:

- (a) encrypt personal data;
- (b) help ensure the ongoing confidentiality, integrity, availability and resilience of Mailsenpai's systems and services;
- (c) help restore personal data in a timely manner following an Incident; and
- (d) regularly test, assess and evaluate the effectiveness of such measures.

Mailsenpai shall be entitled to update or modify the Security Measures, provided that such updates or modifications do not result in a deterioration of the overall security of the Processor Services.

7.1.2 Security Measures for Mailsenpai personnel. Mailsenpai shall implement appropriate measures to ensure compliance with the Security Measures by all those acting under its authority, including its employees, agents, contractors and Sub-processors, to the extent applicable to them according to the activities actually performed, including ensuring that all persons authorised to process the Customer's Personal Data have committed themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality in accordance with European and national legislation.

Mailsenpai shall also manage all obligations relating to the appointment as system administrator of its personnel responsible for the management and maintenance of the Processor Services, in accordance with the decision of the Supervisory Authority of 27 November 2008.

7.1.3 Assistance by Mailsenpai on data security. Mailsenpai shall assist the Controller in ensuring compliance with any obligations of the Controller relating to the security of personal data and to personal data breaches, including (where applicable) the Controller's obligations under Articles 32 to 34 GDPR, by:

- (a) implementing and maintaining the Security Measures in accordance with Section 7.1.1 (Security Measures on Mailsenpai systems);
- (b) implementing the measures described in Section 7.2 (Data Incidents); and
- (c) providing the Controller with the Security Documentation in accordance with Section 7.5.1 (Review of Security Documentation) and with the information set out in this Data Processing Agreement.

7.2 Data Incidents

7.2.1 Professional diligence. Mailsenpai shall exercise professional diligence in monitoring the security of the Customer's Personal Data processed in the provision of the Processor Services.

7.2.2 Notification of an Incident. If Mailsenpai becomes aware of an Incident, Mailsenpai shall:

- (a) inform the Controller of the Incident promptly and without undue delay; and
- (b) promptly take reasonable steps to minimise any damage and protect the Customer's Personal Data; and
- (c) provide appropriate cooperation to the Controller in order to investigate the causes and severity of the Incident.

7.2.3 Details of the Incident. Notifications made under Section 7.2.2 (Notification of an Incident) shall describe, to the extent known to Mailsenpai (also by means of subsequent notifications), the details of the Incident, including the categories and approximate number of Data Subjects and personal data records concerned, the potential risks to Data Subjects, and the measures that Mailsenpai has taken or recommends that the Controller take to address the Incident and mitigate its effects.

If it is not possible to provide the above specific information within the prescribed time limit, Mailsenpai shall inform the Controller of the reasons for the delay and shall in any event provide initial information about the breach identified that may be useful to the Controller for the purposes of the relevant notification.

7.2.4 Sending the notification. Mailsenpai shall send notification of any Incident to the Notification Email Address.

7.3 Controller's responsibility and security assessment

7.3.1 Controller's responsibility for security. Without prejudice to Mailsenpai's obligations under Sections 7.1 (Security Measures and assistance by Mailsenpai) and 7.2 (Data Incidents), the Controller agrees that it is solely responsible for its use of the Processor Services, including for safeguarding account authentication credentials, systems and devices used by the Controller to access the Processor Services.

7.4 Security certification

To assess and help ensure the ongoing effectiveness of the Security Measures, Mailsenpai may, at its sole discretion, supplement the Security Measures and the Security Documentation by obtaining certifications, codes of conduct and/or certification mechanisms.

7.5 Inspections and audits

7.5.1 Review of Security Documentation. To demonstrate Mailsenpai's compliance with the obligations set out in this Data Processing Agreement, Mailsenpai shall make available to the Customer information regarding the technical, organisational and security measures adopted, as well as any Security Documentation available, to the extent actually necessary for the Customer's regulatory compliance and formally requested in writing by the Customer for the performance of its legal obligations and to demonstrate the adoption of appropriate technical and organisational measures.

7.5.2 Customer's right to audit. The parties agree that:

- (a) Mailsenpai shall also contribute to inspection and audit activities that the Customer may wish to carry out, directly or through a third party appointed by the Customer;
- (b) such activities shall be carried out in a manner that preserves Mailsenpai's normal operations;
- (c) the use of any information of which the Controller and/or any person appointed by the Controller may become aware in the course of the audit shall be subject to a specific confidentiality agreement entered into in advance.

7.5.3 Additional conditions for audits. In order to carry out audits:

(a) the Controller shall send MailSenpai its audit request under Section 7.5.2(a) as described in Section 12.1 (MailSenpai contacts), giving at least thirty (30) business days' prior notice, it being understood that such activity may not be carried out by the Controller more than once per year and, in any event, before at least twelve (12) months have elapsed since the last audit performed or commissioned by the Controller;

(b) upon receipt by the Controller of a request under Section 7.5.3(a), MailSenpai and the Controller shall discuss and agree in advance the start date, scope and duration, security and confidentiality controls applicable to any audit under Section 7.5.2(a);

(c) nothing in this Data Processing Agreement shall require MailSenpai or any of its Affiliates to disclose to, or allow access by, the Controller or any third-party auditor to:

(i) data of any other MailSenpai customer;

(ii) MailSenpai's internal accounting or financial information;

(iii) MailSenpai's trade secrets and know-how;

(iv) any information that could compromise the security of MailSenpai's systems or premises, or cause MailSenpai to breach its obligations under European and national legislation or its security obligations towards the Controller or third parties; or

(v) any information to which the Controller or the third-party auditor seeks access for reasons other than the good faith performance of the Controller's obligations under European and national legislation.

(d) the performance of verification and control activities shall be subject to the conclusion of a specific confidentiality agreement between all parties involved.

7.5.4 The Controller acknowledges and agrees that all costs arising from the conduct of audits under this Section 7.5 (such as, by way of example, the costs of its own employees and any consultants appointed) shall be borne exclusively by the Controller.

8. Data protection impact assessments and prior consultation

Taking into account the nature of the processing and the information available to it, MailSenpai agrees to provide reasonable assistance to the Controller to help ensure compliance with any obligations of the Controller relating to data protection impact assessments and prior consultation, including the Controller's obligations under Articles 35 and 36 GDPR.

9. Data Subject rights

9.1 Responses to Data Subjects' requests. MailSenpai shall ensure adequate protection of Data Subjects' rights by assisting the Customer in fulfilling its obligation to respond to Data Subjects' requests to exercise their rights, including where such requests are received by MailSenpai. In such cases, MailSenpai shall inform the Data Subject to address the request directly to the Controller. In all cases, the Controller shall be solely responsible for responding to the Data Subject's request.

9.2 MailSenpai's assistance with Data Subjects' requests.** Taking into account the nature of the processing of the Customer's Personal Data, MailSenpai agrees to provide reasonable assistance to the Controller in complying with the Controller's obligations in relation to Data Subjects' exercise of their rights under Chapter III GDPR, by:

(a) where possible, making specific functionalities available in the Processor Services; and

(b) complying with the commitments under Section 9.1 (Responses to Data Subjects' requests).

10. Data transfers

10.1 Data storage and processing facilities. The Controller agrees and authorises MailSenpai to process (also through Sub-processors) the Customer's Personal Data within and outside the EEA, provided that such processing is supported by appropriate Transfer Mechanisms, to be indicated in Appendix 3.

11. Sub-processors

11.1 Authorisation to use Sub-processors. The Controller grants a general authorisation to the use of Sub-processors for the provision of the Processor Services.

11.2 Information on Sub-processors. MailSenpai agrees to list the current Sub-processors and the relevant information in Appendix 3 to this Data Processing Agreement.

11.3 Requirements for engaging Sub-processors. When engaging a Sub-processor, MailSenpai shall:

(a) ensure, through a written contract or other legally binding act, that:

(i) the Sub-processor accesses and uses the Customer's Personal Data only to the extent necessary to perform the subcontracted

obligations, in accordance with the Contract (including this Data Processing Agreement) and the Transfer Mechanisms;

(ii) equivalent data protection obligations to those set out in Article 28(3) GDPR are imposed on the Sub-processor;

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

11.4 Right to object to changes in Sub-processors. The parties agree that:

(a) during the Term, Mailsenpai shall notify the Notification Email Address of its intention to engage new Sub-processors to process the Customer's Personal Data. Such notice shall include the name, the activities performed, the country of establishment of the Sub-processors engaged and the applicable Transfer Mechanism, where relevant;

(b) if the Controller, providing reasons and evidence, considers that a Sub-processor is not suitable to process the Customer's Personal Data, it may object to the engagement of such Sub-processor by notifying Mailsenpai within 10 days of the notice of engagement of the new Sub-processors.

Mailsenpai may, at its discretion: (i) refrain from engaging the Sub-processor for the processing of the Customer's Personal Data; or (ii) terminate the Contract by giving notice to the Customer within 30 days of the notice of engagement of the new Sub-processors as described in Section 11.4(a), it being understood that the Customer shall remain obliged to pay the full consideration due under the Contract;

(c) in the absence of an objection as provided in Section 11.4(b), Mailsenpai undertakes to send the updated Appendix 3 to the Notification Email Address, which shall become an integral part of this Data Processing Agreement.

12. Mailsenpai contacts

12.1 Mailsenpai contacts. The Controller shall contact Mailsenpai in relation to all matters covered by this Data Processing Agreement, in the following alternative sequence, at the email/PEC address:

(a) indicated by Mailsenpai in the Contract;

(b) used by Mailsenpai during the provision of the Processor Services to receive certain notifications from the Controller relating to this Data Processing Agreement..

13. Conflicts

13.1 Conflicts between the parties' agreements. In the event of any conflict or inconsistency between the provisions of the Contract, this Data Processing Agreement and the Additional Instructions, unless otherwise provided in this Data Processing Agreement, the following order of precedence shall apply:

(a) the Additional Instructions;

(b) the remaining provisions of this Data Processing Agreement; and

(c) the remaining provisions of the Contract.

Subject to any amendments to this Data Processing Agreement, the Contract shall remain in full force and effect.

13.2 Breach of law or regulation. Any provision of the Contract, this Data Processing Agreement and/or the Additional Instructions that is contrary to European and national legislation shall be deemed not to have been included and shall be entirely replaced by the infringed provision of law where such law cannot be derogated from by agreement between the parties..

14. Jurisdiction

In the event of disputes relating to the performance or interpretation of this Data Processing Agreement, the parties agree that exclusive jurisdiction shall lie with the court designated in the Contract, expressly waiving any different provision that may be laid down by law or by international conventions.

Appendix 1 – Data processing: subject matter and details

Subject matter

Making available a platform that allows the user to independently manage marketing campaigns and online communications by using messaging channels, as further defined in the Contract.

Duration of the processing

For the Term plus the subsequent period until all of the Customer's Personal Data have been deleted by Mailsenpai in accordance with this Data Processing Agreement and the provisions of the Contract.

Nature and purposes of the processing under the Processor Services

Mailsenpai shall process the Customer's Personal Data for the purpose of providing the Processor Services in accordance with the instructions set out in this Data Processing Agreement.

Depending on the Processor Services selected in the Contract, the Customer's Personal Data may include the following personal data.

Categories of Data Subjects concerned

Recipients of communications sent by the Customer through the Processor Services.

Personal data processed

- Data collected by tracking technologies and devices where not disabled by the Customer
- Common identification data (e.g. first name, last name, address, email address, telephone number)
- Data that cannot be determined in advance

The parties may from time to time update the list of categories of personal data processed in the provision of the Processor Services..

Appendix 2 – Security Measures

As from the Effective Date, Mailsenpai implements and maintains the Security Measures described at the following link: [Infrastructure and Security](#).

Mailsenpai may periodically amend or update such Security Measures, provided that such amendments and updates do not result in a deterioration of the overall security of the Processor Services or a reduction in the agreed level of security.

Appendix 3 – Sub-processors

Part of the activities enabling Mailsenpai to provide the Processor Services are delegated to the following Sub-processors:

Cloudflare

Processor Services concerned or description of subcontracted activity: provision of network support services and storage of images uploaded by customers, including CDN (Content Delivery Network) and web proxy services

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Aruba

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Hetzner

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Register

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

IBM

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Contabo

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Kamatera

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

OVH

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Hostingperte

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Host.it

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union

Transfer Mechanism (where applicable): N/A

Netsons

Processor Services concerned or description of subcontracted activity: provision of servers on which the Processor Services are based

Place of establishment: European Union



Transfer Mechanism (where applicable): N/A

By clicking here, you can view the web version of this Annex.

In the event of any doubt and/or conflict and/or inconsistency between the provisions of the Contract and this document, the provisions of this document shall prevail.

STAMP and LEGIBLE SIGNATURE

