

## GENERAL CONDITIONS OF SALE

### WHEREAS:

**Sofia s.r.l.** (hereinafter "**Sofia**" or "**Supplier**"), a limited liability company formed under the laws of Italy with registered office in Pisogne, Via San Girolamo 13., Tax ID / VAT number IT 09129330966, email: info@sofia-srl.it, PEC [certified email]: sofiasrl2015@legalmail.it, appearing herein by and through its legal representative, Licensed Engineer Alessandro Antonio Nacci, Tax ID number NCCLSN87R21C933C;

(A) Supplier manufactures and sells technical solutions for cloud-access control allowing for remote control of physical gates. To wit, and insofar as applicable for purposes of the instant supply contract for goods and services, (hereinafter, the "Contract"), Supplier manufactures and markets, in the form of a software-as-service, a technical solution called "Luckey" which, through a connection with Sofia's cloud platforms, allows for log-in credentials to gain access through various physical gates equipped with intelligent locks (hereinafter, "Smart Locks") to be created and managed. The functioning and characteristics of Luckey technical solutions are described in detail in the instruction manual for the same (hereinafter, "Manual") which is annexed hereto at Annex 1 to the instant Contract.

(B) Client is a company with operations in the real estate market, which manages, *inter alia*, offices, hotels, and residential-zoned buildings. To wit, and insofar as applicable for purposes of the instant Contract, Client manages co-working spaces; consequently, Client needs to oversee and log the accesses of a potentially large number of users to the same.

(C) Sofia's products and technical solutions match Client's needs exactly, as stated succinctly in the immediately preceding Recital.

(D) With the instant Contract, the Parties intend to govern Sofia's supply of Luckey technical solutions, as well as the Hardware needed to utilise the same, along with certain ancillary services, to Client.

(E) The Customer accepts the clauses of this General Conditions of Sale Document upon confirmation of an Order Form or upon payment of an Invoice.

### NOW THEREFORE, the Parties agree as follows:

#### 1. Value of the Recitals and the Annexes

1.1 The Recitals and Annexes to the instant Contract are an integral and substantive part of the same; it is the Parties' intent that they be taken into account in construing the contract. The Parties herewith warrant the truthfulness and essential nature of the facts and representations made in the instant Contract, including for purposes of contract interpretation.

#### 2. Definitions

2.1 For purposes of the instant Contract, the terms appearing below, when capitalised, shall have the meaning stated; terms in the singular shall likewise refer to the plural, and vice versa:

- "ACS-CD": Access Control System – Cloud Domain denotes a portion of Sofia's access-control cloud platform identified by a specific DNS (DNS sub-domain), which is the virtual representation of a physical system.

- "Bookey": means the software module which, when used within the System itself, allows for co-working spaces to be booked; these are accessed by passing gates within a System.
- "Client": denotes the company identified in the caption hereof.
- "Guest": denotes the party who, using the mobile devices software application named "Luckey Guest", or through any other channel made available by the Supplier and/or Manager, may pass one or more gates within a System.
- "Hardware": denotes the set of physical components required for a Service to be used.
- "System": denotes Hardware and software, and all related configurations which, upon interacting, govern the operation of the set of gates relating to a specific ACS – CD (Access Control System – Cloud Domain) managed by Manager.
- "Confidential Information": denotes the data, information, or knowledge having evident economic value or utility in that they are kept confidential, regardless of how expressed and/or the type of medium on which they are stored, which have been disclosed or transmitted by one Party to another over the course of the relationship subject to the instant Contract, and pursuant to the same, provided they are specifically labelled "confidential" or "secret" by the Party having an interest in the same.
- "Luckey Guest": denotes the mobile devices software application used by Guest to cross through one or more gates within a System, the terms and conditions for use, and the privacy policy for which, are annexed to the instant Contract.
- "Luckey Web": denotes the web-based application used by Manager to manage the service, and to authorise Guests to use the same, the terms and conditions for use, and the privacy policy for which, are annexed to the instant Contract.
- "Manager": identifies the party who, through a web-based application called "Luckey Web", may use the Service on Client's behalf, in order to manage the set of gates referring to a System.
- "Corrective Maintenance": denotes operations to modify the System aimed at correcting, within such System, any replicable technical malfunctions or errors, where for purposes of the instant definition, "replicable" means those malfunctions or errors which manifest in a systematic way following a precise sequence of actions, which can be both documented and repeated.
- "Preventative Maintenance": denotes the System-modification operations aimed at identifying and correcting latent technical errors in the same before they become operational errors.
- "Adaptive Maintenance": denotes System-modification operations aimed at keeping the System usable within a modified or changed software environment, which however does not involve a greater than twenty percent (20%) change to the complete source code.
- "Platform": denotes the ACS platform on the Sofia cloud.
- "Service": denotes the gate-opening service based on the System.
- "System" indicates the IT system called "Luckey", composed of the software applications called "Luckey Web" and "Luckey Guest" respectively, as well as, potentially, the software module called "Bookey", which interacts with the Platform.
- "User": means the natural person who uses the System to manage the Service (for any Manager) or to open the gates necessary to access the co-working spaces managed by Client (for any Guest).

#### 3. Contract Purpose

**3.1** The instant Contract governs Sofia's providing Client, in consideration for a fee, the Service and the Hardware needed to access the same, along with certain ancillary services as described in greater detail in the technical and economic document annexed hereto as Annex 6 to the instant Contract (hereinafter, the "Technical Annex").

**3.2** Subject to the provisions of the immediately preceding paragraph, the Parties agree that, in consideration of what reported into the Economical and Technical Annex, Sofia shall handle:

- supplying Hardware needed to access the Service, in the location, within the timeframe, and in the manner described in the Technical Annex;
- installing the Hardware cited in the immediately preceding point in the location, within the timeframe, and in the manner set forth in the Technical Annex, which installation may be handled directly or through any third-party partner to Sofia;
- providing the Service on a subscription basis, for the term agreed upon and set forth in the Technical Annex, in the manner set forth therein;
- performing Corrective Maintenance and System updates insofar as required under, and in the manner stated in, the Technical Annex;
- providing Bookey on a subscription basis, for the term agreed upon and set forth in the Technical Annex, in the manner set forth therein;
- customising the Luckey Guest application insofar as required under, and in the manner stated in, the Technical Annex;
- providing training to Client personnel with respect to using the System, in the location and in the manner stated in the Technical Annex;
- providing training to Client personnel with respect to integrating third-party software into the System, in the location and in the manner stated in the Technical Annex;
- providing onsite Support in the timeframes and in the manner stated in the Technical Annex;
- providing remote Technical Support, in the timeframes and in the manner stated in the Technical Annex.

#### 4. Contract Term

**4.1** The instant Contract shall enter into effect upon signing, and shall terminate on the same day in the twelfth month following that date. The Contract shall automatically renew for an equal term at the expiry of the same, without any limits on renewals, absent either Party's withdrawal, effected pursuant to the provisions of the paragraph immediately *infra*.

**4.2** During the Contract period stated in the immediately preceding paragraph, and regardless no less than ninety (90) days before its expiry, each Party shall have the option of blocking the Contract's automatic renewal by sending a specific notice of withdrawal to the other contracting Party in a registered letter with advice of receipt (or equivalent correspondence method). Such withdrawal shall take effect at the natural expiry of the Contract term then pending.

**4.3** Should the notice of withdrawal be untimely, the same shall be deemed void and the Contract in such cases shall automatically renew for an additional twelve- (12) month term. The option to withdraw from the contract may, regardless, be exercised in a new correspondence to be sent in accordance with the terms of the immediately preceding paragraph whilst the renewed Contract is in effect, but no later than ninety (90) days from its new expiry.

#### 5. Service Technical Characteristics

**5.1** The Service Technical Characteristics and those of the System on which it is based are detailed in the Manual, which therefore shall be deemed an essential part of the instant Contract, including for purposes of construction and performance, and thus shall be understood as fully incorporated by reference herein.

**5.2** The Parties stipulate, however, (including for purposes of compliance with Article 12 of the instant Contract) that Sofia may make changes to Service and/or System Technical Characteristics whilst the Contract is in effect when required to improve functioning, or potentially to ensure legal compliance without thereby (in such instances) giving rise to any right or option to Client, subject to the latter's right to withdraw from the Contract in the timeframe and in the manner identified in Article 20 of the instant Contract.

#### 6. Intellectual Property Rights to the System; System License

**6.1** Client expressly acknowledges that Supplier presently holds, and shall continue to hold, exclusive title to all industrial and intellectual property rights to the System and its related components. Insofar as germane to the instant Contract, Supplier presently holds, and shall continue to hold, exclusive title to the "Sofia", "Luckey" and "Bookey" trademarks.

**6.2** Subject to the provisions of the immediately preceding paragraph, by executing the instant Contract Supplier grants Client a non-exclusive license predicated on consideration, the term for which shall be identical to the Contract term itself (including with respect to any renewals or extensions to the same) as needed to use the System for purposes of the instant Contract; third-party licensing is expressly precluded as an option. Regardless, the option to translate, adapt, transform, or amend the System itself (except as required by any non-waivable provision of law) shall be expressly excluded from the content of the license identified in this paragraph.

**6.3** Without prejudice to the license identified in the immediately preceding paragraph, nothing in the instant Contract shall be construed as directly or indirectly implicating an assignment or other transfer, be it whole or partial, by Supplier to Client, of any industrial or intellectual property rights in the System.

#### 7. Supply of Hardware

**7.1** Sofia shall provide Client, in consideration for the payment of the fee set forth in the Technical Annex, as well as pursuant to the terms, conditions, timeframes, and modalities stated therein, the Hardware needed to utilise the Service.

**7.2** Client acknowledges that the purchase and the ongoing availability of any Hardware replacement parts identified by Supplier in the Technical Annex constitutes a condition precedent to ensuring Service continuity in instances of Hardware malfunction. Therefore, Supplier shall not be held liable for any damages suffered either directly or indirectly by Client due to any ongoing Hardware malfunction which could not be timely resolved due to the unavailability of those replacement parts identified by Sofia in the Technical Annex.

**7.3** Sofia's provision of Hardware to Client shall be understood as a sale with retention of title. Subject to the foregoing, title to the Hardware supplied by Sofia shall only transfer to Client upon payment of the full purchase price including (if applicable) any late-payment interests; up until such time, therefore, Supplier shall retain title to the Hardware. Client expressly pledges to take all actions and steps needed to protect Sofia's ownership rights in the Hardware within the country where it has been situated, as well as to promptly advise Sofia of any attempt by any third party to cloud or encumber the latter's title to the Hardware.

**7.4** Regardless, the Parties stipulate that any risks relating to the destruction or damage of the Hardware shall be borne by Client, which risk shall transfer to Client when the Hardware is delivered by Sofia or on behalf of the latter to the party engaged for transport and delivery to Client.

#### 8. Installation

**8.1** Installation of the Hardware shall be completed by Sofia personnel or by a third-party partner of the latter (or by a party certified to do so by the latter) on Client property as

identified in the Technical Annex in the timeframe and in the manner set forth therein, and in consideration for the agreed-upon fee.

**8.2** Client agrees that the sites where the Hardware is to be installed shall meet the requirements and have the characteristics described in the Technical Annex. Should such sites, at the moment of installation, fail to meet the aforementioned requirements and/or have such characteristics, Supplier expressly reserves the right to toll installation until such sites do indeed meet such requirements and have such characteristics as identified in the Technical Annex; moreover, any additional costs and expenses arising from the absence of such requirements and characteristics, including transport expenses, and room and board for installation personnel, shall be borne directly by Client.

**8.3** The Parties further stipulate that where the sites identified for Hardware installation do not meet such requirements or do not have the characteristics stated in the Technical Annex, or both, Supplier shall not be held liable for any late or omitted Hardware installation.

## 9. Provision of the Service

**9.1** The Service shall be rendered by Sofia to Client according to the terms, conditions, and modalities set forth in the Manual and in the Technical Annex. The System on which the Service is based is subject to the licensing conditions appearing in Article 6 of the instant Contract. Should Client have acquired from Supplier a right to use Bookey, the latter shall likewise be subject to the licensing conditions set forth in Article 6, *supra*.

**9.3** In rendering the Service, Sofia expressly undertakes to guarantee the service levels set forth in the document annexed hereto as Annex 7 (hereinafter, the "Service Level Agreement").

## 10. System Customisation

**10.1** Should Client have requested that Sofia customise the System, such service shall be provided by Sofia in consideration for the payment of the contemplated fee, pursuant to the terms, conditions, and modalities set forth in the Technical Annex.

## 11. Client Personnel Training

**11.1** Should Client have requested Sofia to train its own staff on System use, or on integrating third-party software into the same, Sofia shall provide such training in consideration for the payment of the agreed-upon fee, according to the terms, conditions, and modalities set forth in the Technical Annex.

## 12. System Maintenance and Updates

**12.1** Sofia shall – either of its own initiative or pursuant to a report by Client – handle Corrective Maintenance on the System and all related updates throughout the Contract Term.

**12.2** Operations relating to Corrective Maintenance and Updates shall take place using the modalities deemed most opportune by Sofia on a case-by-case basis, and using the professional standard of care applicable to its specific industry. Except in instances of malfunctions causing System unavailability, or which compromise the correct functioning of the same, Sofia expressly reserves the right to "bundle" the releases into a certain number of Corrective Maintenance calls during each calendar year.

**12.3** Subject to the provisions of the preceding paragraphs, with specific reference to Corrective Maintenance, Sofia (if and when requested by Client) shall further provide Adaptive Maintenance / System Evolution in consideration for the execution of a separate agreement *inter partes*.

**12.4** The same rules and regulations applicable to the System pursuant to the instant Contract shall likewise apply to any new System versions arising from any Corrective Maintenance or Adaptive Maintenance / System Evolution.

## 13. Remote Technical Support

**13.1** Sofia shall provide Client (but not to any User directly, except insofar as contemplated under any terms and conditions of use applicable to such User) remote, on-call technical support for any Platform or System malfunctions. The technical support system shall be provided through a service-ticket system accessible via email or (if requested by Client, and in consideration for a separate fee) over the telephone, according to the terms, conditions, and modalities set forth in the Technical Annex. Such support shall be available Monday-Friday 9:00 a.m. CET to 6:00 p.m. CET, although not on any Italian national holiday.

**13.2** Sofia expressly undertakes to ensure the levels set forth in the annexed Service Level Agreement in its provision of remote technical support.

**13.3** The estimated restoration-of-service times shall be provided by Sofia to Client on a case-by-case basis following an assessment of the issue discovered following Client's ticket request.

## 14. Onsite Support

**14.1** In consideration for the fee stated in the Technical Annex, and pursuant to the terms, conditions, and modalities stated therein, Sofia shall provide Client an annual on-site Support call at the location of the Hardware.

**14.2** The onsite Support call shall be limited to the maximum number of business days per year stated in the Technical Annex. Should Client, over the course of each year in which the onsite Support service is in effect, request a greater number of onsite Support days than contemplated in the Technical Annex, each additional day shall be invoiced by Sofia at the rate set forth in the Proposal itself. Client expressly stipulates it has no right to reimbursement for any onsite Support day which, either because it was not needed or it was not requested by Client, Sofia did not actually provide.

**14.3** The onsite Support shall be provided either by certified, third-party personnel, or directly by Supplier personnel upon the occurrence of any breakdowns or serious malfunction to the Hardware which cannot be resolved via remote technical support (see immediately preceding Article).

**14.4** The provision of onsite Support is conditioned on the Hardware not having been modified or tampered with by Client or by any third party following installation; moreover, it is conditioned upon Client having access to those Hardware replacement parts identified by Sofia in the Technical Annex, as needed.

**14.5** Should it be impossible to verify the facts under the immediately preceding paragraph, Sofia expressly reserves the right not to move forward with the onsite Support service until such conditions are restored. All costs and expenses needed to restore the circumstances noted in the immediately preceding paragraph, including any transport, room/board for any personnel assigned to restore service, shall be borne by Client.

**14.6** Moreover, where the circumstances noted in paragraph 4 of the instant Article have not been affirmatively confirmed, Supplier shall not be held responsible for any damages, be they direct or indirect, suffered by Client due to any omitted or delayed rendering of the onsite Support service.

## 15. Payments

**15.1** In consideration for the provision of goods and services pursuant to the instant Contract, Client agrees to pay Supplier the fees set forth in detail in the Technical Annex, according to the timeframes, and in the manner, set forth therein.

**15.2** Client shall not raise any objection, including but not limited to any purported omitted, insufficient, or non-specific discharge of duties by Supplier, saving only the

objection of the instant Contract being null, voidable, or rescinded, in order to avoid paying the fees.

**15.2** Client shall be responsible for any delay in paying the fee under the instant article regardless of whether the delay is attributable to Client, as the Parties, by and through the instant provision, intend to transfer the risk of any unforeseeable event to Client.

**15.3** For any late payment (with respect to the timeframes set forth in the Technical Annex), Client shall pay Sofia, without any requirement of a formal demand or notice of default, late-payment interests on the outstanding amounts at an annual rate of seven-point-five percentage points (7.5%), which interests shall begin to accrue the day following the payment deadline, and which shall continue to accrue until the date payment is actually made, without any formal notice of default required.

**15.4** For any payment delay longer than sixty (60) business days, Sofia shall have the right to toll operations under the instant Contract and/or to deem the Contract immediately terminated (upon the sending of a notice through registered mail with advice of receipt or equivalent channel) to be sent to Client, without prejudice to Client's duty to pay late-payment interests on such outstanding balance in accordance with the immediately preceding paragraph.

## 16. Platform and Service Availability

**16.1** Sofia expressly undertakes to make the Cloud Platform needed to render the Service, as well as more generally the Service itself, available and in proper working order in accordance with the Service Level Agreement.

**16.2** Any period of unavailability (hereinafter, "Unavailability Period") shall begin the moment Sofia receives the related report by Client, and shall terminate the moment Sofia notifies Client that the Platform or Service is newly available, or if sooner, the moment Client once again access the Platform or uses the Service.

**16.3** For purposes of calculating the Unavailability Period, any unavailability due to scheduled Platform or Service maintenance by Sofia, for the time strictly necessary, on a technical level, to carry out such service, shall be expressly excluded. In instance of any scheduled maintenance, and with the exception of any urgently required service, no less than five (5) business days' notice shall be provided to Client.

**16.4** Should it be impossible to use the Service because of any act or omission by Client or by any party other than Sofia, including any failed internet connection attributable to an internet-service provider, the time during which Client was unable to access the Platform and/or use the Service, shall be excluded from the Unavailability Period.

**16.5** Should the threshold of guaranteed availability as set forth in paragraph 1 of the instant Article not be reached and be expressly reported by the Client, Supplier undertakes (for purposes of damage compensation) to provide the Client a credit in the form of a fee discount under the instant Contract for any contemplated and outstanding fee, or a partial reimbursement of the same, as set forth in the aforementioned Service Level Agreement. Claims of any further alleged damages are herewith expressly precluded.

## 17. Data Security

**17.1** Supplier expressly undertakes, with respect to managing the Platform and providing the Service, to implement all technical and organisational measures reasonably calculated to ensure the availability of data, and the security and integrity of the same, further undertaking to keep such security measures updated over time to keep pace with the technological evolution.

**17.2** Supplier, moreover, expressly warrants compliance with European personal data protection regulations (EU Regulation no. 2016/679), as well as any applicable Italian privacy law, with respect to the implementation of security measures.

**17.3** Subject to the terms of the preceding paragraphs of the instant article regarding Supplier duties, the Parties stipulate that the security measures implemented by and/or

with implementation pending by Supplier cannot in any case ensure absolute data security. Sofia is thus undertaking a duty with respect to the means and not the end. The warranty is limited to mitigating, insofar as reasonably possible from a technical standpoint, the risks of unauthorised access to the Platform and/or of accidental or intentional data destruction or loss, as well as the unauthorised asportation or use of the latter.

**17.4** Upon submission of any written Client request, Supplier undertakes to notify the latter of any security measures implemented pursuant to paragraphs 1 and 2 of the instant article.

## 18. Service Continuity

**18.1** In order to ensure continuity of Service to Client, Supplier undertakes to file – within ninety (90) days of Client's written request and, thereafter no later than 31 December of each year unless otherwise requested by Client in instances of any substantive changes to the System – a copy of the Platform and the "Luckey Web" and "Luckey Guest" application source codes, as well as the documentation containing the technical information necessary to be able to move forward with an independent installation by Client of the System (hereinafter, for purposes of the context of the instant article, jointly denoted "Materials") to a third-party fiduciary (hereinafter, for purposes of the instant article, denoted "Escrow Agent") appointed by agreement of the Parties, or failing such agreement, by random draw of an equal number of candidates by each Party. The Escrow Agent shall, moreover, be an independent professional in the legal field (i.e. an attorney or notary) providing sufficient assurances of independence with respect to the Parties themselves. The Materials shall be delivered in a sealed envelope which may not be opened for any reason by the Escrow Agent following delivery.

**18.2** All costs directly or indirectly related to the procedure described in the instant article, including any fee as may be owed to the Escrow Agent, shall be fully borne by Client.

**18.3** The Escrow Agent shall have custody of the Materials and shall adopt all sufficient and preventative technical and organisational measures to ensure the security and confidentiality of the same, in order to reduce any risk of destruction or loss, be it intentional or accidental, of the Materials to a minimum, and to mitigate the risk of unauthorised access or impermissible use as much as possible, undertaking to ensure Materials access to Supplier or to Client alone, and solely upon the occurrence of one of the events enumerated in the paragraphs immediately following.

**18.4** Client access to the Materials is conditioned exclusively and without exception on the occurrence of one of the following events:

- (a) Supplier declaring bankruptcy or being subject to an insolvency proceeding;
- (b) Supplier winding up or liquidating its business voluntarily;
- (c) Legal or factual impossibility, on the part of Supplier, to continue to render the Service.

**18.5** Upon the occurrence of one of the events appearing in the preceding paragraph, Client shall have the option to request that the Escrow Agent deliver the Materials pursuant to the following terms and conditions. The request shall be made in writing, signed by the legal representative, and sent via registered letter with advice of receipt (or equivalent channel) to the Escrow Agent and to Sofia, either directly or through parties acting on behalf of the latter, such as the trustee in bankruptcy or the liquidator. At that point, the Escrow Agent shall be required to verify whether the event invoked by Client has in fact occurred and – once fifteen (15) business days have passed without Sofia or any party acting in Sofia's stead raising a meritorious objection (which determination may be made by the Escrow Agent, if needed) – the latter shall move forward with delivering the Materials to Client.

**18.6** The Parties expressly agree that, should Client obtain the Materials from the Escrow Agent in accordance with the provisions of the instant Article, Client may make lawful use of the same for the remainder of the Contract term, but only and exclusively

for the purpose of carrying out operations strictly necessary for purpose of providing Users the Service at the conditions and within the limits set forth in the Contract itself. Any use of the Materials other than as permitted *supra* shall be expressly prohibited. Therefore, nothing in the instant paragraph shall be construed as an assignment or transfer in any permanent way of any industrial or intellectual property rights in the System to Client, which shall instead remain held exclusively by Sofia. Subject to the foregoing, Client further undertakes, in Client's use of the Materials, to implement sufficient and preventative technical and organisational security measures aimed at mitigating the risk of destruction, modification, access, or use/disclosure of the same as much as possible.

**18.7** The Materials shall remain in the custody of the Escrow Agent for the entire Contract term. Where the instant Contract is no longer binding, due to its natural expiry, or for any other reason, and provided none of the events under paragraph 4 of the instant Article has taken place, Sofia shall have the option to request the restitution of the Materials from the Escrow Agent provided such request is in writing, to be sent via registered letter with advice of receipt (or equivalent channel). Such option must be expressly contemplated in the agreement with the Escrow Agent. The same option shall likewise be granted to Sofia where the instant Contract is no longer binding regardless of whether an event under paragraph 4 of the instant Article has taken place, if Client has not activated the procedure set forth in paragraph 5, *supra*, within ninety (90) days of the date in which such event might have been known to Client.

**18.8** For instances to which the preceding paragraph applies, the Escrow Agent shall advise Client of the request having been received, and invite them to present their response and arguments no later than ten (10) business days thereafter, and shall move forward with returning the Materials to Sofia where, after reviewing any statements and arguments made by Client, the restitution request appears to be well-founded.

**18.9** Should Sofia fail to submit a request under paragraph 18.7, but the present Contract is no longer binding, the Escrow Agent shall independently destroy the Materials once a year from the date in which the Escrow Agent is on notice that the Contract is no longer binding has elapsed, upon providing at least fifteen (15) business days' notice to the Parties.

## 19. Assignment and Subcontracting

**19.1** Neither Party may assign, whether in whole or in part, any duties or rights arising from the instant Contract, to anyone other than an entity which is its own subsidiary or affiliate, and upon the other Party consenting in writing to the same.

**19.2** In case of any assignment effected under the immediately preceding paragraph, the assignor shall be jointly liable for specific performance under the Contract with the assignee.

**19.3** Without prejudice to the general principle set forth in the preceding paragraphs of the instant article, Supplier shall have the option, at its own unassailable discretion, to rely on third-party partners to perform the operations subject to the instant Contract, without any need to secure advance (written or oral) consent from Client.

## 20. Withdrawal

**20.1** Both Parties shall have the option to withdraw from the instant Contract at their discretion by sending notice via registered letter with advice of receipt (or equivalent channel) to the addresses appearing in Article 25 of the instant Contract. Withdrawal shall take effect beginning on the one-hundred-twentieth (120th) day following the date the notice reaches the recipient's address. Should the withdrawal be exercised via registered letter with advice of receipt, the date appearing on the envelope of the receiving Postal Office shall be deemed the date of receipt.

**20.2** Should Client exercise the right of withdrawal, the Client shall still be required to pay Sofia the fees due for any goods and services already provided to the latter, in accordance with the Technical Annex.

**20.3** Should the right of withdrawal be exercised by the Supplier, the latter shall be required to refund Client any fees paid in excess of the amounts owed for goods and services provided or rendered to Client, in accordance with the Technical Annex.

## 21. Representations and Warranties

**21.1** Supplier expressly warrants that the Service complies with all applicable provisions of Italian law. On the other hand, Supplier makes no representation that the Service complies with any relevant provision in any other country, especially with respect to any country where Client's registered office is located, or where Client renders its own services.

**21.2** By executing the instant Contract, Client warrants and confirms it has vetted the Service's technical characteristics and has found them, without exception, to align with Client's own expectations and to meet Client's needs. Client shall be responsible for making sure that the Service meets all statutory and regulatory requirements applicable in the country where such Service shall be used, including all safety regulations.

**21.3** Specific warranties relating to each good and or service provided by Sofia shall be set forth in the Technical Annex to the instant Contract, and may be relied upon by Client in the manner (and subject to the conditions) contemplated therein. Client stipulates and expressly acknowledges that Client has not right to any warranty not expressly contemplated in the Technical Annex, or any non-waivable statutory warranty applicable to the instant Contract.

## 22. Force Majeure

**22.1** One Party shall not be liable as against the other for any delays, or for any omitted or delayed discharge of its duties attributable whether directly or indirectly to circumstances outside such Party's reasonable control (e.g.: unforeseeable events, stop-work orders issued by any public authority, etc.) and which were not reasonably foreseeable as of the date of Contract execution.

**22.2** For those cases falling under the immediately preceding paragraph, the affected party shall be under a duty to notify the other Party regarding the impediment (be it an event or a fact) promptly, and further shall state the period of time such force majeure is estimated to continue.

**22.3** Should the instance of force majeure continue for more than ninety (90) days, the other Party shall have the right to withdraw from the instant Contract, effective immediately, which notice shall be sent via registered letter with advice of receipt (or equivalent channel).

## 23. Privacy

**23.1** Sofia's processing of any User information for which Client is the data controller shall be governed by a specific letter of engagement appointing Sofia as a data processor, which shall be annexed hereto as Annex 8.

## 24. Confidentiality

**24.1** By executing the instant Contract, the Parties expressly undertaken, both directly and on behalf of their own employees and associates (thereby formally guaranteeing the acts or omissions of third parties), throughout the Contract term and for ten (10) years following natural end or anticipatory termination of the same:

(a) to refrain from disclosing Confidential Information to any third party, or to make them accessible to any Third Party;

(b) to use all suitable resources, and to undertake all actions or operations reasonably necessary to ensure that the Confidential Information shall not be freely accessible to any Third Party;

(c) to refrain from using Confidential Information for any reason other than those related to performance hereunder;

(d) to refrain from duplicating, copying, reproducing, recording, or otherwise representing, except insofar as required hereunder, and absent express consent by the Party with rights to the same, and regardless of the instrument used for such purposes, whether in whole or in part, any file, deed, document, list, log, report, note, drawing, design, schematic, correspondence, or any other material containing one or more item of Confidential Information;

(e) to return or immediately destroy, upon written request of the Party with rights to the same, any and all files, deeds, documents, lists, logs, reports, notes, drawings, designs, schematic, letters, or any other material including any copy or reproduction of the same, containing one or more elements of Confidential Information, except insofar as retention of the same is required by law;

(f) to return or immediately destroy, at the natural end or anticipatory termination of the instant Contract, any and all files, deeds, documents, lists, logs, reports, notes, drawings, designs, schematics, letters, or any other material including any copy or reproduction of the same, containing one or more elements of Confidential Information, except insofar as retention of the same is necessary to safeguard a Party interest, for example for purposes of a warranty, or for defence in litigation;

**24.2** The following constitute partial express waivers to the foregoing provision:

(a) information, data, and knowledge disclosed by one Party to another which are expressly intended by the Parties for publication, or for other dissemination amongst the public;

(b) information, data, and knowledge disclosed by one Party to another which are already in the public domain, or which are already freely accessible by Third Parties;

(c) information, data, and knowledge which become, at any point, public domain or otherwise freely accessible by Third Parties, provided that their disclosure or accessibility was not caused by any unlawful act, or they were not expressly prohibited by the disclosing Party, and only upon becoming public domain or freely accessible;

(d) information, data, and knowledge in respect of which the Party with rights to the same has provided written consent to their dissemination or free access, and only to the extent, and under the terms and conditions, of such consent as actually provided;

(e) information, data, and knowledge which one Party can prove were in such Party's lawful possession prior to the time in which they were disclosed by the other Party, or made known to the former over the course of, and pursuant to, the instant collaboration;

(f) information which one Party can prove was in such Party's lawful possession independently of the collaboration;

(g) information which one Party is required to disclose or make accessible in compliance with any provision of statute or regulation or any order issued by a public authority, within the limits, terms, and form required of the same, and only with respect to the recipients to whom the Party is actually required to provide disclosure or access.

**24.3** For purposes of applying the instant article, "Third Parties" shall mean all parties other than the Parties who are not representatives, employees, associates, or consultants of the Parties or companies held by or affiliated with the Parties themselves. Third Parties shall moreover include, with respect to the individual items of Confidential Information as become relevant from time to time, the parties identified *supra* in situations where they, due to the nature of the relationship linking them to the Parties, have no reason or need to have one or more items of Confidential Information disclosed, or where the Party with rights to the same has expressly prohibited the disclosure of the Confidential Information to such parties.

**24.4** By signing this Agreement, the Customer expressly authorizes the Supplier to reproduce and use his name / denomination as well as his trademark, logo or other distinctive sign, within the "Customers" section or other equivalent of the Supplier's website, or in another similarly advertising context, for mere illustrative purposes and

with the express exclusion of any distinctive or in any case competitive use with respect to the Customer's activities.

## 25. Notices

**25.1** Subject to circumstances in which, with respect to a specific communication between the Parties, the instant Contract requires a different instrument or format, any formal notice or statement between the Parties required to be submitted under the Contract shall be sent via registered letter with advice of receipt (or equivalent channel), and shall be sent to the recipient's address (be it physical or electronic) as stated in the caption hereof.

**25.2** Each Party shall be required to advise the other of any change to such Party's address or any other contact information appearing in the caption hereof no later than ten (10) business days of such change. Should no such disclosure be provided, or should such disclosure be delayed, any notice or statement relating to the instant Contract shall be considered duly made by the sender if sent to the last address properly communicated by the recipient; therefore, the sender shall be held harmless of any direct or indirect liability as against the recipient.

## 26. Mediation

**26.1** Should any dispute arise from, or be related to, the instant Contract, the Parties herewith stipulate that prior to appealing to any court authority, they shall make a required attempt at mediation in accordance with the provisions of the instant article.

**26.2** A request for mediation shall be deemed tendered upon the sending of correspondence containing a detailed description of the disputed issue to the other party in writing, using registered mail with advice of receipt or equivalent method of communication. The mediation attempt may be carried out in the manner deemed most fit for the purpose by the Parties; such attempt may involve the participation of a mediator appointed by agreement of the parties, or where no such agreement is reached, by random draw of an equal number of candidates submitted by the Parties. Any fee due to the mediator shall be split evenly between the Parties.

**26.3** The mediation procedure shall conclude within sixty (60) business days from the deadline set forth in the immediately preceding paragraph. Such deadline may be extended by agreement of the Parties prior to such deadline. Upon the expiry of such deadline, and unless extended, resolution by mediation shall be deemed attempted.

**26.4** For any successful mediation, the mediation report signed by the Parties shall be deemed a settlement agreement.

## 27. Forum Selection

**27.1** Subject to the provisions of Article 26, *supra*, any dispute arising out of, or related to the provisions of the instant Contract, including but not limited to disputes relating to the existence, validity, interpretation, and efficacy of the same, shall be heard by the Court of Milan.

## 28. Applicable Law

**28.1** Interpretation and performance of the instant Contract, as well as all interactions between the Parties arising from the same, shall be governed by Italian law.

## 29. Contract Interpretation

**29.1** The technical/IT, business, and commercial terminology used in the instant Contract, where not expressly defined in Article 2 herein, shall be understood as having the ordinary meaning of the same, and shall have the commonly understood meaning within the industry in question, and shall be construed in good faith.

29.2 Should one of the documents Annexed hereto contain a provision that conflicts with any provision of the instant Contract, the latter shall prevail.

### 30. Entire Agreement

30.1 The instant Contract constitutes the entire agreement between the Parties with reference to the Purpose stated herein; therefore, any prior understanding, be it written or oral, as between the Parties and regarding the same purpose, is herewith superseded.

30.2 No amendment, addendum, or additional clause to the instant Contract shall be valid and binding as against the Parties unless specifically and expressly approved in writing by the same.

30.3 Should the instant Contract be silent on any salient matter, the Parties undertake to enter into good-faith negotiations to settle any issues as may arise from time to time.

### 31. Waiver

31.1 Unless expressly agreed upon in writing by the Party with the option to assert such a right, any failure to exercise any right, prerogative, or option contemplated herein shall not be construed as acquiescence, nor as a waiver of such right, prerogative, or option.

### 32. Severability

32.1 Should one or more provision in the instant Contract be deemed null, void, or voidable by any court authority with jurisdiction over the matter, such determination shall not affect the balance of the Contract; such null, void, or voidable provisions shall therefore be deemed automatically amended to align with the presumed or presumable mutual intent of the Parties, to the extent, and insofar as necessary to ensure such court authority might thereafter deem such provisions fully in effect and binding.

### 33. Authorised Representatives

33.1 Each Party represents, warrants, and confirms, at its own risk and liability, that the persons vested with the authority to bind the Party against the other are those persons appearing in the caption hereof.

33.2 The Parties stipulate that all necessary resolutions or authorisations to execute and perform under the instant Contract have been passed, and therefore the instant Contract is binding and incumbent upon each of them.

### 34. Negotiation of Contract Terms

34.1 The Parties stipulate that the content of the instant Contract was directly negotiated by the same.

\*\*\*

The Parties stipulate they have thoroughly read and expressly approved the instant Contract in its entirety, along with its Annexes, to wit:

Annex 1 - Instruction Manual, Legal Document and Privacy Documents

Annex 2 - ON SITE ASSISTANCE SERVICE - METHOD OF SUPPLY

Annex 3 - Service Level Agreement

Annex 1

## Instruction Manual, Legal Document and Privacy Documents

### Luckey user manual

With reference to Article 5.1 of this contract, the application manual is available in the latest version:

- at the web address <http://bit.ly/31PUFis>
  - within Luckey Web in the Settings / Assistance section
  - it can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)
- 

### Luckey Guest terms and conditions of use

With reference to Article 2.1 of this contract, the Luckey Guest Terms and Conditions of Use are available:

- at the web address <https://jago.cloud/legal/luckey/guest/terms/v2/en>
  - they can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)
- 

### Information on the processing of personal data carried out through Luckey Guest

With reference to Article 2.1 of this contract, the information on the processing of personal data made through Luckey Guest is available:

- at the web address <https://jago.cloud/legal/luckey/guest/privacy/v2/en>
  - it can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)
- 

### Luckey Web terms and conditions of use

With reference to Article 2.1 of this contract, the Luckey Web Terms and Conditions of Use are available:

- at the web address <https://jago.cloud/legal/luckey/host/terms/v2/en>
  - they can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)
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### Information on the processing of personal data carried out through Luckey Web

With reference to Article 2.1 of this contract, the information on the processing of personal data created through Luckey Web is available:

- at the web address <https://jago.cloud/legal/luckey/host/privacy/v2/en>
  - it can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)
-





## Annex 2

### ON SITE ASSISTANCE SERVICE - METHOD OF SUPPLY

Sofia offers a yearly on-site maintenance contract in order to ensure that even during extraordinary events (e.g.: hardware failure or severe malfunction) the customer is covered. On-site assistance requires the payment of an annual fee which must be understood as insurance against the eventuality of an unpredictable failure. In fact, the annual fee covers Sofia's willingness to intervene in the building where the access control system is installed within the agreed times and methods. Assistance is provided directly by Sofia's technicians (or by a certified subcontractor of Sofia).

In order to buy the yearly on-site assistance contract, the customer must guarantee that:

- the plant has neither been modified after the initial delivery, nor have been tampered with;
- the amount of spare parts that is in the customer's availability equates to at least 5% of the total hardware of the plant, approximated by excess;
- she (the customer) is able to get in contact with one of the local technicians who has received appropriate training by Sofia.

If any of the aforementioned conditions are not met during the contract's validity period, the guarantees of the on-site maintenance contract are suspended. They are immediately restored as soon as all conditions are met again.

In particular, Sofia will re-train and certify another technician at the cost of the additional working day rate (product code 2019-SOFIA-ADD-WD) plus stay, room, board and travel, if applicable.

Sofia might not give on-site support unless the customer will have already had the aforementioned technician replace the malfunctioning hardware and reconfigure the relevant subset of the system, if appropriate for the specific malfunction event. If this replacement process operated by the aforementioned local technician does not resolve the malfunction event, Sofia will send its technicians on the plant to provide on-site assistance.

The maintenance procedure follows:

- At time T0, a hardware incident occurs
- At instant T1, the customer reports the incident to Sofia via email ticket. Sofia takes care of the ticket within 4 working hours (working hours are intended from Monday to Friday, 9.00 / 18.00 CET, national holidays excluded).
- At instant T2, Sofia has done all the required checks and reports to the customer. If the malfunction relates to an onsite issue (e.g.: hardware issue), Sofia alerts the local technician as per customer's indications to schedule a local intervention, which Sofia helps coordinating from remote. Otherwise, Sofia assists from remote.
- At instant T3, the local customer technician performs the local intervention procedures with remote assistance by Sofia.
- At instant T4, if the hardware replacement resolves the problem, the incident ticket is closed; otherwise, Sofia sends its technicians or a certified partner to the customer's building within 48 working hours from T4.

If the number of the days included into the onsite assistance fee is not used by the customer during the year is not used by the customer, they will lost: this is due to the fact that the customer is buying the right of calling the provider within an agreed framework of rules.

The on-site intervention service is available from Monday to Friday, from 9.00 to 18.00 (Italian time zone), only for working days. The week of December 25th, the week of January 1st, the week of Easter, the week before August 15th, the week of August 15th, the week after August 15th, as well as all national and local holidays are excluded.

The on-site intervention service relates only to electronic products that are part of the system: therefore, interventions on the electrical system of the building or mechanical components of the lock or fixtures are excluded. If the number of days included in the on-site service fee is not used by the customer during the year is not used by the customer, these will be lost: this is due to the customer purchasing the right to call the supplier within a framework of rules agreed.

Depending on the package purchased by the customer with an order form indicating the product code of the In Situ Assistance package purchased and the period of validity of the same, the customer is entitled to a maximum number of in Situ interventions according to the conditions set out above. . The available packages are shown in the table below:

Code	Description	Prezzo annuale (+IVA)
2019-SOFIA-PLNT-ONSITE-MNT12	Assistenza in Situ; massimo 12 interventi all'anno inclusi.	As per the price list, quote, order form or invoice
2019-SOFIA-PLNT-ONSITE-MNT16	Assistenza in Situ; massimo 16 interventi all'anno inclusi.	As per the price list, quote, order form or invoice

		invoice
2019-SOFIA-PLNT-ONSITE-MNT120	Assistenza in Situ; massimo 20 interventi all'anno inclusi.	As per the price list, quote, order form or invoice

The on-site technical assistance service is active only for the provinces of Milan, Como, Varese and Bergamo (Italy). If the customer exceeds the number of days included in the Onsite Service fee, the additional standard business day rate (2019-SOFIA-ADD-WD) will apply.

## Allegato 3

# Service Level Agreement

### 1. Description of Services Covered

This Service and Support Level Commitment ("SLA") covers the following service levels in relation to the Subscription Service: availability, problem response support, problem resolution support, and system performance. Definitions

- "Function/Functionality" means a material feature or functionality described in the Subscription Service Specifications.
- "Scheduled Uptime" means all hours (i.e. 24 x 7 x 365).
- "Subscription Service Availability" means the percentage of time that the Subscription Service is in service and fully available for access and data input by the Client, and is calculated as follows: for each month, the aggregate amount of actual uptime expressed as a percentage of the Scheduled Uptime (i.e. Subscription Service Availability = Actual Uptime/Scheduled Uptime). When the Subscription Service is not in service and not fully available for access and data input by the Client, the Subscription Service shall be deemed to be "Unavailable" as such term is used in the table in Section 3 below.

### 2. Response & Resolution Service Levels

Service Level Credits will be owed by Sofia Locks to the Client only if Sofia Locks fails to meet the service availability thresholds set forth in Section 3 below.

Service	Service Level
Subscription Service Availability	95,00% of uptime for Host & Managers (on a monthly basis) 99,00% of uptime for Guests (on a monthly basis)

### 3. Problem Response & Resolution Service Levels

Sofia Locks will respond to and resolve problems identified by the Client as set forth in the table below. In addition, once a problem has been reported, during the time period in which Sofia Locks is seeking to fix that problem, additional reportings of the same problem do not restart the time period for resolving such problem.

Problem Severity Level	Response Time Service Level	Resolution Time Service Level
Level 1: A Function is unavailable and prevents to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to and Sofia Locks's senior engineers will commence efforts to fix Level 1 problems within 30 minutes after the Client reports such problem or Sofia Locks's detection of such	Sofia Locks will use commercially reasonable efforts, twenty four (24) hours per day, seven (7) days per week, to as quickly as possible resolve or provide the Client with an acceptable workaround for the

	problem, whichever is earlier.	applicable Level 1 problem.
Level 2: A Function is unavailable but does not prevent to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to and will commence efforts to fix Level 2 problems no later than eight (8) business hours after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.	Sofia Locks will use commercially reasonable efforts, during normal business hours, to resolve or provide Subscriber with an acceptable solution for the Level 2 problem within seven (7) business days after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.
Level 3: A Function is impaired but does not prevent to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to Level 3 problems within one hundred twenty (120) hours for Enterprise Support Subscribers, after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.	Sofia Locks will resolve or provide the Client with a reasonably acceptable work around for the Level 3 problem within sixty (60) business days after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier. Sofia Locks will provide a permanent fix in the next Update.

#### 4. Service Level Credits

4.1 The table below sets forth Service Level Credits to which the Client will be entitled to. In order to be entitled to Service Level Credits, the Client must provide Sofia Locks with written notice no later than the end of the Term during which the breach occurred:

The aggregate amount of time that the Subscription Service is Unavailable in a calendar month is more than...	OR Response Time (At least on during the month) More Than...			THEN Service Level Credit of ...
	Level 1	Level 2	Level 3	
10% of SLA	1 hour	8 hours	72 hours	5%
20% of SLA	2 hours	16 hours	96 hours	10%
30% of SLA	4 hours	120 hours	120 hours	15%

4.2 The Service Level Credits will be applied against the next payment due to Sofia Locks for the Subscription Services.

4.3 Sofia Locks will monitor its actual performance of the Subscription Service against these service levels. Sofia will have to notify the Client in case the SLA is not respected.

4.4 Scheduled maintenance will not be considered in the SLA computation. Sofia Locks will notify the Client about a scheduled maintenance two weeks before for ordinary maintenance and 24 hours before for extraordinary maintenance (for example, zero day security bugs).

4.5 If a single incident gives rise to a breach of multiple Service Levels, as determined by Sofia Locks in its reasonable judgment, then the Client will only be entitled to a Service Level Credit for the breach that is associated with the largest Service Level Credit.

## Annex 8

# Data Processing Agreement

Between the Customer, as defined in this Preamble to this document and in Section 2 "Definitions"

AND

**Sofia s.r.l.** (hereinafter, "**Sofia**"), a limited liability company formed under the laws of Italy with registered address in Pisogne (BS), Via San Girolamo 13, Tax ID / VAT number IT 09129330966, email: info@sofia-srl.it, PEC [certified email]: sofiasrl2015@legalmail.it, by and through its pro-tempore legal representative, Licensed Engineer Alessandro Antonio Nacci, Tax ID number NCCLSN87R21C933C;

### WHEREAS:

(A) Sofia manufactures and sells technical solutions based on cloud platforms used to remotely control accesses to physical gates. To wit, and insofar as germane to the instant engagement, Sofia manufactures and sells a technical solution called "Luckey" in a SaaS format, which, upon interacting with Sofia's cloud platform, allows for the creation and management of log-in credentials used to pass through physical gates equipped with intelligent locks ("Smart Locks").

(B) The Client is a natural or legal person who manages the access control of buildings owned by him or rented or managed. In particular, and to the extent relevant for the purposes of this designation deed, the Customer, in the management of these spaces, must manage and register the access to these spaces of a potentially considerable number of users of the same.

(C) with deed signed on the date of the purchase order confirmation by the Customer, the Customer and Sofia executed a contract (hereinafter, "Contract") for the purpose of Sofia's providing the Customer, in exchange for valuable consideration, both the Service and all physical components needed to utilise the same (hereinafter, "Hardware") along with certain accessory services.

(D) Consequently, as the Customer will be utilising the Service, Sofia will be required to process the personal data of those using the Service, and as against whom Customer is acting as "Data Controller" pursuant to the provisions of EU Regulation no. 679/2016, as well as pursuant to any applicable Italian privacy law.

NOW THEREFORE, The Parties Agree as follows:

### 1. Value of the Recitals

1.1 The Premises constitute an integral and substantive part of the instant Agreement; the Parties therefore intend for the Recitals to be utilised in construing the Agreement. The Parties warrant the truthfulness and essential nature, for purposes including interpreting the instant Data Processing Agreement, of all facts set forth herein, and all representations made in the Recitals.

### 2. Definitions

2.1 For purposes of the instant Annex, the following terms, when capitalised, shall have the meaning stated below:

- "Standard Contractual Clauses": denotes the contractual boilerplate used for the transfer of personal data from a Data Controller located in the European Union to a Non-EEC Entity acting as a Processor, as promulgated as part of European Commission's Decision no. 2010/87/CE, as subsequently amended.
- "EEA" means the European Economic Area (made up of the European Member States as well as Iceland, Liechtenstein, and Norway);
- "Guest": denotes the party who uses a mobile app called "Luckey Guest" to pass through one or more gates within a System.
- "System": the set of gates traceable to a specific ACS - CD (Access Control System - Cloud Domain) and managed by Manager.
- "Manager": denotes the party who uses a mobile app called "Luckey Web" to use the Service on Customer's behalf for the purpose of managing the set of gates identified as a System.
- "Platform": denotes Sofia's cloud-based ACS platform called "Luckey".
- "Regulation": means EU Regulation no. 2016/679 of the European Parliament and Council of 27 April 2016 regarding protections afforded natural persons in the processing of their personal data, as well as the free circulation of the same, which repealed Directive 95/46/EC (General Data Protection Regulation).
- "Data Processor": means Sofia.
- "Service": means the gate-opening service predicated on the IT System.
- "IT System": means the information-technology system entitled "Luckey" made up of software applications called "Luckey Web" and "Luckey Web", respectively, as well as (if applicable) the software module called "Bookey", which interact with the Platform.
- "Data Controller": denotes Customer and its affiliates.
- "User": identifies the natural person who uses the IT System to manage the service (for any Manager) or to open those gates needed to access the co-working spaces managed by Customer (for any Guest).

### 3. Appointment of a Data Processor

3.1 The Customer, through the instant deed, hereby appoints Sofia, pursuant to Art. 28 of the Regulation, as Data Processor for all Users for whom Customer is acting as Data Controller.

3.2 The instant engagement serves to task the aforementioned Data Processor with acquiring, logging, processing, and generally handling all User personal data for which Customer is acting as Data Controller within the scope of any instructions provided (and which shall hereafter be provided) by Data Controller; moreover, they shall be limited to those processing purposes required to carry out the operations implicit in proper IT System functioning.

3.3 More specifically, the appointment involves the processing of biographical personal data, email addresses, mobile UUID, and the date, time, and gate through which User passed.

### 4. Duties of the Appointed Processor.

4.1 In consideration for the aforementioned appointment, Data Processor undertakes to process personal data within the scope of those instructions appearing in point 3.2, *supra*, and all applicable privacy regulations with which, by signing the instant Agreement, Data Processor represents it is familiar.

4.2 To wit, Data Processor undertakes to carry out the aforementioned processing by:

- a) implementing the most appropriate measures aimed at ensuring compliance with those personal-data collection modalities and requirements set forth in Chapter II of the Regulation, as well as any applicable provision of Italian law;
- b) allowing all data subjects to exercise their rights under Chapter III of the Regulation, in the form, manner, and scenarios contemplated therein, providing support to Data Controller using sufficient technical and organisational measures insofar as possible, in order to discharge the duty to process requests to exercise data-subject rights under the aforementioned Chapter III of the Regulation; moreover, where the request to exercise such rights is submitted to Data Processor directly, the latter pledges to forward such request promptly to Data Controller, who shall then reply directly to the same;
- c) implementing those security measures required under Art. 32 et seq. of the Regulation, in addition to those contemplated under any applicable Italian law or regulation and/or by the practices and procedures of any authority with jurisdiction over the matter and/or the European Commission for Data Protection as identified *infra*;
- d) maintaining the Record required under Art. 30 of the Regulation, for purposes including processing performed under the terms of the instant Agreement;
- e) complying, as a general matter, with all applicable data-protection and privacy regulations, as well as complying with any court and/or administrative orders issued by any authority with jurisdiction over the matter;

4.3 Data Processor is required to alert Data Controller promptly should it find, in Data Processor's opinion, that an instruction violates European Union data-protection law, or any applicable Italian privacy law.

4.4 Data Processor undertakes to fill out and submit any questionnaire that Data Controller might administer in order to ensure compliance with all

applicable data-processing laws, as well as instructions provided by the same.

4.5 For purposes relating to point 4.4, *supra*, Data Processor shall moreover, be required to make available to Data Controller all information necessary to prove compliance with any duty arising from the appointment, as well as to permit and facilitate any auditing, including inspections, as may be carried out by Controller or by a party appointed to such purpose by the same.

### 5. Storage of Personal Data

5.1 The personal data subject to processing shall be retained to the extent necessary to carry out the engagement, and for so long as needed to pursue the purposes for which they were collected.

### 6. Authorisation to Appoint Sub-Processors

6.1 Data Controller, pursuant to Art. 28, paragraph 2 of the Regulation, hereby grants Data Processor the authority to appoint other data processors in accordance with the provisions of Art. 28 of the Regulation, where Data Processor, for purposes of data processing, has outsourced certain services and/or performance falling within Data Processor's scope of duties to a natural or legal person.

6.2 When the personal data are processed by Sub-Processors based outside of the EEA, Data Controller, through the instant Agreement, shall likewise grant Data Processor the authority to execute, in its own name and on its own behalf, the Standard Contractual Clauses for the transfer of data to such Data Sub-Processors.

6.3 In such cases, the duty incumbent upon Data Processor to provide notice to Data Controller pursuant to Art. 28, paragraph 2, second sentence, of the Regulation shall stand.

### 8. Persons Authorised to Process Personal Data

8.1 Data Processor warrants the reliability of any employee and/or associate authorised to conduct processing pursuant to Art. 29 of the Regulation, or who otherwise accesses or processes the personal data subject to the instant appointment; furthermore, Data Processor warrants that such parties have received sufficient training on data protection and management, and that they are likewise bound to the duty of confidentiality assumed by Data Processor itself.

8.2 Moreover, Sofia shall be deemed directly liable for any unauthorised disclosure or processing of personal data arising from the operations of such parties.

### 9. Processing Security

9.1 Pursuant to the provisions of Art. 4.2, subpart (c) of the Regulation, Data Processor shall be required, whilst the Contract is pending and pursuant to Articles 32-36 of the Regulation, taking into account the nature of the processing in question and the information available to the same, to plan for, implement, and put into action all technical and organisational measures as may be necessary, and to ensure a security level commensurate with the risk involved, with a view toward ensuring the confidentiality, integrity, and availability of the personal data subject to processing.

9.2 Such measures shall limit the risk of accidental data loss, destruction, alteration, disclosure, as well as of unauthorised access or processing, bearing in mind the technology available at that time, and the costs of implementing the same, as well as the nature, goal, context, and purpose of the processing in question, as well as the risk that the probability of occurrence, and the severity of the adverse event on the rights and liberties of natural persons, might be subject to change.

9.3 In light of the foregoing, Data Processor shall be required to set technical and organisational measures by:

- a) using sufficient pseudonymisation or encryption for personal data;
- b) deploying efforts sufficient to permanently ensure the confidentiality, integrity, availability, and resilience of personal-data processing systems and services;
- c) employing techniques sufficient to ensure the ability to quickly restore the availability of, and the access to, personal data in cases of any physical or technical incident;
- d) launching and continuing a procedure to test, verify, and assess the efficacy of technical and organisational measures in order to ensure the security of processing performed on personal data subject to processing.

9.4 Data Processor is required to alert Data Controller of any suspected breach of the personal data subject to the Contract no later than twenty-four (24) hours from Data Processor's notice of the same.

9.5 Such notice shall include reasonably detailed information on the actual or suspected breach, and at a minimum a description of:

- a) the nature of the personal-data breach including, if and where possible, the categories and approximate number of data subjects involved, as well as the categories and approximate number of records of the personal data in question;
- b) the probable consequences of the personal-data breach;
- c) the steps taken or proposed for implementation to cure the personal-data breach, and if applicable, to mitigate the negative consequences thereof.

9.6 Should it be impossible to provide such information at the time of notice of the adverse event, these may be provided thereafter without undue delay upon Data Processor's being on notice of the same.

## 10. Liability; Breach of the Appointment.

10.1 Should one or more duties contemplated in the foregoing articles be breached, Data Controller shall have the option to rescind the appointment as well as any other option available under applicable privacy and data-protection laws; alternatively, at its discretion, either separately or cumulatively, by sending notice of the termination of the instant appointment due to breach through a registered letter with advice of receipt (or equivalent method), subject to the right to seek greater damages at law.

## 11. Term of Processing; Agreement Termination

11.1 The data processing for which a Processor has been appointed shall be for the period that the Contract is in effect. Should the Contract itself be terminated for any reason, then so too shall the Data Processor Appointment terminate.

11.2 Should the Data Processor Appointment be terminated for any reason, Sofia shall be required to return all processed personal data to Data

Controller, deleting any existing copies thereof, provided there is no countervailing statutory or regulatory duty of retention.

Milan,

on the date of the purchase confirmation

The Customer

Sofia s.r.l.

(Ing. Alessandro Antonio Nacci)