



LICENSE AGREEMENT MY.NUVAP

The recitals and schedules to the Agreement constitute an integral and substantive part hereof. This document forms a legally binding agreement between the entity acquiring the license (the Company) and Nuvap.

1. SOFTWARE PLATFORM LICENSE

1.1. Subject to the terms and conditions of this Agreement and Company's submission of a properly completed Purchase Order and full payment of the applicable Price, Nuvap grants the Company an individual, personal, non-sublicensable, non-transferable (except as otherwise provided herein) and non-exclusive license, in accordance with the terms and conditions hereof, for the duration of the Term, to access and use the Software Platform solely for internal business purposes.

1.2 If, during the Term, Nuvap integrates any Modifications into the Software Platform each such Modification and all related Documentation, will be deemed to be part of the Platform and made available to the Company only under the terms of the applicable Platform License.

1.3 In exchange for the grant of the applicable license or licenses set forth above, the Company agrees they will not, and will not permit others to, whether directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software Platform; (ii) modify, translate, or create derivative works based on the Software Platform; or (iii) remove any proprietary notices or labels on the Software Platform. If any alterations, updates, enhancements, additions or improvements interfere with the normal operation, maintenance, or support of the Software Platform, the Company will promptly remove the same and restore the Software Platform to its normal condition.

1.4 The Company will have access to the Nuvap Platform through authorization and authentication credentials issued to the Company, and kept and used by the latter under its own exclusive responsibility. In particular, the Company undertakes to keep with the maximum level of confidentiality the alphanumeric codes of access (called "username" and "password") referred to above and therefore is responsible for the safekeeping of the same: the Company will therefore be the sole party liable for any damages caused by the use of logins and passwords by unauthorized third parties. The Company in any case undertakes to immediately notify Nuvap of any theft, loss or appropriation in any manner by unauthorized third parties of the access credentials.

1.5 Nuvap may use aggregated information for the purpose of measuring overall industry trends and may provide them to the entire customer base.

1.6 The data base that are recorder in the platform can be used by Nuvap for each activity of analysis and big data aggregation, respecting the privacy policy of the Platform. The data base aggregation is Nuvap's property and can be used by the Company. It is agreed that Nuvap, in order to perform the activities necessary for the Company's use of the Nuvap Platform, may avail itself of the organizational structure ordinarily used to perform the data processing operations.

2. SERVICES

2.1 Subject to Company's payment to Nuvap or the authorized channel partner, as applicable, commencement date will be when the Company first use the Software Platform, through the expiration of the Term, subject to the terms of this Agreement. Nuvap also provides the Company with the Support Services and warranty services as described in detail below.



2.2 Other than Nuvap responsibilities set forth in Section 1 above, the Company is responsible for their use of the Software Platform in full compliance with this Agreement and for all activities the Company and their Users engage in, while using Company's Service, including without limitation: (i) promptly updating the registration information of the primary account holder for the Software Platform if it changes or is no longer current, accurate and complete; (ii) using commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Platform, and notifying Nuvap promptly of such unauthorized access or use; (iii) being responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all activities of Company's Users and providing any support services Company's Users may need; (iv) being responsible for obtaining and maintaining all hardware and other communications equipment needed to access the Software Platform and for paying all third-party access charges incurred while using the Software Platform; (v) being responsible for, and assuming the risk of, any problems resulting from the content, completeness, accuracy, and consistency of all Company's Content; (vi) complying with all applicable local, state, federal, and foreign laws in using the Software Platform; (vii) all applicable industry standards governing the subject matter of this Agreement.

3. THIRD PARTY LICENSES

3.1 Ownership of the Platform: Nuvap srl is the sole and exclusive owner of all rights and interests related to the Nuvap Platform and any Intellectual Property related to the same, including developments that may derive from the same.

3.2 Wording and logo "Powered by Nuvap". Depending on the paid plan chosen, the Company acknowledges and accepts the fact that Nuvap may insert in every message sent by the Company wording and/or a logo concerning the Nuvap Platform, containing a link to one of the Nuvap sites.

3.3 If the Company grants under a sub-license access to and use of the Nuvap Platform to its own customers, the Company will be the sole party responsible for compliance with the provisions and obligations set forth in this Agreement, since no direct relationship exists between such final customers and Nuvap. The Terms of Use of the Nuvap Platform must, in any case, be accepted, with acknowledgment of review, by the users.

4. TERM AND TERMINATION

4.1 This Agreement will be effective with respect to Company's use of the Software Platform until the expiration of the Product License(s), unless earlier terminated under Section 3.

4.2 Nuvap may immediately suspend Company's use of the Software Platform at any time if Nuvap reasonably believes that the Company has breached the terms of Section 1, 2, 5, 8. If such breach by the Company remains uncured for five days following receipt of notice from Nuvap, then Nuvap may terminate this Agreement effective immediately. The Company may terminate this Agreement for cause if Nuvap breaches any material obligation of theirs under this Agreement and fail to cure such breach within 10 business days from the receipt of written notice from the Company of such breach.

4.3 Upon the termination of this Agreement for any reason, Company's access to and right to use the Software Platform will terminate, and all Licenses will terminate. Upon termination of this Agreement, each party could return (or destroy) any Confidential Information of the other party in its possession. The following provisions of this Agreement will survive any termination of the Agreement: Section 1, 2, 5, 6, 8, 9, 10, 11, 12, 14, 16 and 17.

5. INTELLECTUAL PROPERTY

5.1 Nuvap owns all right, patent, title, and interest, including all Intellectual Property Rights therein, in and to the Software Platform and Documentation. Nothing in this Agreement will be construed as transferring or changing Nuvap Intellectual Property Rights or interests in the Software Platform in any respect. In addition, Nuvap will own any and all right, title, and interest in and to any feedback, suggestions, information, or materials the Company conveys to Nuvap related to the Software Platform in connection with Company's use of the Software Platform. The Company hereby assigns to Nuvap all right, title, and



interest in such feedback and will execute any documents and take any additional actions Nuvap deems necessary to evidence, record, or perfect the foregoing assignment.

5.2 Other than the rights expressly granted to the Company in this Agreement, Nuvap reserves all rights with respect to the Software Platform and any and all related rights, including any derivative works and any media, mode, or method of distribution or transmission of the software platform, whether available now or developed in the future.

5.3 Neither party will use the other's name, trademark, patent, or trade name without prior written consent, except in the instance of Nuvap using Company's name and logo on Nuvap website or in connection with Nuvap customer listings.

6. INDEMNIFICATION

The Company will defend, indemnify, and hold Nuvap, its affiliates, and their employees, officers, directors, successors, assigns, agents, and customers harmless from and against any and all liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees arising out of or in connection with any and all claims, demands, actions, or proceedings brought by a third party to the extent based upon: (i) any grossly negligent, reckless, or intentionally wrongful act of the Company or Company's assistants, employees, agents, or Users; (ii) Company's or its Users' misuse of the Software Platform or breach of this Agreement; or (iii) Company's unauthorized modification or alteration of the Software Platform; (iv) Company's combination of the Software Platform with other Software Platform, software, or services not supplied or specified by Nuvap; (v) Company's continued use of the Software Platform without implementation within a reasonable time period of modifications provided by Nuvap; and (vi) any grossly negligent, reckless, or intentionally wrongful act of the Company in privacy and data protection.

7. SERVICE LEVEL AGREEMENT

7.1 Each party hereby represents and warrants to the other that it has all necessary corporate power and authority to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes legal, valid, and binding obligations of the warranting party enforceable against the non-warranting party in accordance with its terms.

7.2 Nuvap will make reasonable efforts to provide the Platform in accordance with the Service Level Warranty set forth in the Service Level Agreement (the "Service Level Warranty"), subject to the terms and conditions of the Service Level Agreement. The remedy set forth in the Service Level Agreement is Company's sole and exclusive remedy with respect to the subject matter of the Service Level Agreement, and Nuvap sole and exclusive liability, in contract or tort, for any breach of the Service Level Warranty.

7.3 During the Term, the Platform will be operational and available to the Company at least 99% of the time in any calendar month. If the Monthly Uptime Percentage (as total time of down time in a month) does not meet the Service Level Warranty in any calendar month, and if the Company meets its obligations under this Agreement, then Company will be eligible to receive Service Credit of 15 days if the uptime is < 99.0%. Service Credit means the number of days that Nuvap will add to the end of the Term, at no charge to the Company.

7.4 In order to receive any of the Service Credits described above, the Company must notify Nuvap within 30 days from the time Company becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Company's right to receive a Service Credit.

7.5 The aggregate maximum amount of Service Credit to be issued by Nuvap to the Company for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts. Downtime means if the Platform is unavailable to the Company, as confirmed by both the Company and Nuvap.



7.6 The Service Level Warranty does not apply to any Platform that expressly exclude this Service Level Warranty or any performance issues (i) caused by Force Majeure, (ii) that resulted from Company's equipment or third party equipment, or both (not within the primary control of Nuvap).

7.7 This Agreement states Company's sole and exclusive remedy for any failure by Nuvap to meet the Service Level Warranty.

8. CONFIDENTIALITY

Any and all information provided directly or indirectly by one party (the "Disclosing Party") to the other party (the "Receiving Party"), including, but not limited to, any software, inventions, processes, designs, drawings, specifications, blueprints, technical information, know-how, trade secrets, product, marketing, business, or financial information related to the Disclosing Party (collectively, "Confidential Information"), will be kept confidential by the Receiving Party and may not be used, communicated, disclosed, or divulged, except as necessary in the performance of the Receiving Party's obligations under this Agreement or otherwise in connection with the deployment, operation, and maintenance of the Software Platform. The Receiving Party agrees to limit access to the Confidential Information to those of its employees or contractors as are reasonably required for the purpose of performing the Receiving Party's obligations under this Agreement or otherwise in connection with the deployment, operation, and maintenance of the Software Platform. Prior to disclosing any Confidential Information to any of its employees or contractors, the Receiving Party will obtain from each such employee or contractor an agreement substantially as protective of the Disclosing Party's Confidential Information as the provisions hereof and each employee or contractor agrees not to use such information except in the performance of obligations hereunder. Notwithstanding the foregoing, Confidential Information does not include any information that the Receiving Party can verify based on its written records was (a) already lawfully in the Receiving Party's possession without confidentiality obligations prior to receiving it from the Disclosing Party, (b) independently received from a third party without an accompanying duty of confidentiality and without breach of such third party's obligations of confidentiality, (c) becomes available in the public domain through no action or inaction of the Receiving Party, or (d) developed independently by the Receiving Party without use of or reference to Disclosing Party's Confidential Information. If Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Receiving Party will provide Disclosing Party prompt written notice, if legally permissible, and will use its best efforts to assist Disclosing Party in seeking a protective order or another appropriate remedy.

9. PRIVACY AND DATA PROTECTION

9.1 Nuvap will handle all information about Users in accordance with Nuvap Privacy Policy. Please read Nuvap Privacy Policy carefully at www.nuvap.com.

9.2 When the Company chooses to operate the Platform entirely on its own, it is responsible for maintaining the security and privacy of Personal Information. The Company has to declare its responsibility in its Terms of Use and privacy policies.

9.3 When the Company requests Nuvap to operate the Platform on its behalf, Nuvap collects information on its behalf. The Company has to declare its responsibility and Nuvap responsibility in its Terms of Use and privacy policies. While Nuvap agrees to take all necessary technical and organizational steps to ensure the security of the Platform, it is not responsible for the accidental loss or destruction of any Personal Information any User transmits using the Services provided by the Company and Nuvap excludes all liability of any kind in relation to the content or security of personal data that any User sends or receives through the Services. For the avoidance of doubt, this paragraph does not limit or exclude any liability of Nuvap for a breach of Nuvap's data protection obligations in relation to the information, which Nuvap obtains from the Company before or during the term of the Agreement.

9.4 The Company agrees and acknowledges, and warrants that all Users agree and acknowledge, that Nuvap may be required by law to provide assistance to law enforcement, governmental agencies and



other authorities. Accordingly, the Company agrees, and will procure that all Users agree that Nuvap may implement and maintain an interception capability suitable to meet these requirements where Nuvap is obliged by law to ensure or procure that such a capability is implemented and maintained; that Nuvap may implement and maintain a data retention capability for the service to meet requirements where Nuvap is obliged by law to ensure or procure that data is retained; and Nuvap may at times co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by the Company or Users. If Nuvap is required to do so by law, this may include but is not limited to, disclosure of the Company or Users' contact information to law enforcement authorities or rights-holders.

9.5 Nuvap can use the data for statistic and analysis of each type and Nuvap has the property of data for analysis or for use as a big data aggregation. The data aggregation is Nuvap's property and can be used by the Company.

10. CONSENT TO ELECTRONIC COMMUNICATIONS; NOTICE.

By using the Software Platform, the Company consents to receiving electronic communications from Nuvap. These communications may include notices about Company's account and information concerning or related to the Software Platform. The Company agrees that any notices, agreements, disclosures, or other communications that Nuvap sends to the Company electronically will satisfy any legal communication requirements, including that such communications be in writing. Any notice that the Company provides to nuvap under this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to Nuvap at the address via Giuntini, Navacchio, Pisa (Italy) and with the appropriate postage affixed.

11. AMENDMENTS TO THIS AGREEMENT

Nuvap may periodically make changes to this Agreement. It is Company's responsibility to review the most recent version of this Agreement frequently and remain informed of any changes to it. The Company agrees that their continued use of the Software Platform after such changes have been published to Nuvap website at support.nuvap.com will constitute Company's acceptance of such revised Agreement. For any material modifications to this Agreement, such modifications will automatically be effective 30 days after they are initially posted on or through Nuvap website. In the event that such modifications materially alter Company's rights or obligations hereunder, such modifications will become effective upon the earlier of (i) the Company continued use of the Software Platform with actual knowledge of such modifications, or (ii) 30 days from publication of such modifications on or through Nuvap website.

12. ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party, except in the event of a change of control. Any attempted assignment will be void and without effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

13. FORCE MAJEURE

Neither the Company nor Nuvap will be liable under this Agreement by reason of any failure or delay in the performance of its obligations (except for payment obligations) on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party so long as the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.

14. SEVERABILITY



If a court of competent jurisdiction holds any portion of this Agreement invalid, then such portion will be deemed to be of no force or effect, and this Agreement will be construed as if such portion had not been included herein. If the deletion of such provision materially impairs the commercial value of this Agreement, then the Company and Nuvap will attempt to renegotiate such provision in good faith.

15. INDEPENDENT CONTRACTORS

The Company and Nuvap are independent contractors. Neither of the Company, nor Nuvap, nor any of Company's or Nuvap respective employees, customers or agents, will be deemed to be the representative, agent, or employee of the other for any purpose whatsoever, and none of them have the right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, or to accept service of any legal claims or notices addressed to or intended for the other.

16. ENTIRE AGREEMENT

This Agreement and any documents referred to in it (collectively, the "Governing Documents") constitute the entire agreement between Nuvap and the Company with respect to the subject matter of the Governing Documents and supersede all prior agreements, understandings, and arrangements, oral or written, between Nuvap and the Company. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter of the Governing Documents have been made either by Nuvap or the Company which is not expressly set forth in the Governing Documents.

17. JURISDICTION AND LAW

This Agreement will be governed by and construed in accordance with the Italian laws.