

PEOPLELINK AGREEMENT AND TERMS OF SERVICES

This Contract is concluded by and between the party accepting it and Peoplelink S.r.l., with registered office in Milan, Via Caldera 21, share capital Euro 1,300,000 Euro fully paid-up, Tax Code and registration number in the Milan Register of Companies no. 07992310966, in the person of its pro-tempore legal representative, and is based on the conditions set out below.

By clicking on "I confirm that I have read and accept", or by signing an Order embodying these contractual Terms and Conditions or referring to them, the Customer declares to:

- Accept the Contract and the General Service Conditions;
- Enter into this Contract with Peoplelink in order to receive the service;
- Consider the Contract and the General Service Conditions binding.

ARTICLE 1 - DEFINITIONS

The following terms, whenever used in the Contract, shall have the following meanings, unless otherwise specified:

1.1 Subscription: shall signify the agreement, established through an Order, between Peoplelink and the Customer, through which Peoplelink grants the Customer the right to use one or more Service Modules in exchange for the payment of a subscription fee.

1.2 Portal: shall signify the Portal developed by Peoplelink and accessible on demand, through which access is granted to all Peoplelink Services and Peoplelink Service Modules.

1.3 Peoplelink Services or the "Services": shall signify every and all application on-demand software developed, deployed and maintained by Peoplelink, as well as any other product (on-line or off-line), additional service, technology (including hardware components), possibly developed by Third Parties, that Peoplelink might or shall decide to make accessible through the Portal;

1.4 Service Module: shall indicate a specific product/service integrated in Peoplelink Services.

1.5 Contract: shall signify this Contract, covering the execution of Peoplelink Services, including SLA Conditions

1.6 SLA Conditions: shall signify the contractual conditions going from Article 24 to Article 28, including the definitions of this Article 1

1.7 Peoplelink: shall signify Peoplelink Srl;

1.8 Customer: shall signify the recipient subject of Peoplelink Services, in accordance with the Contract provisions;

1.9 Party/Parties: shall signify, as appropriate, Peoplelink and/or the Customer;

1.10 Third Party: shall signify any subject other than Peoplelink or the Customer;

1.11 Peoplelink Representative/s: shall signify the person authorised by Peoplelink to represent it within the framework of the executive activities of the Contract;

1.12 Customer Representative/s: shall signify the person duly authorised by the Customer to represent it within the framework of the executive activities of the Contract;

1.13 Order: shall signify a physical or electronic document signed (physically or electronically) by the Customer to activate a Subscription to Peoplelink Services, pursuant to the provisions contained in this Contract (including any extensions or amendments), concluded between the Customer and Peoplelink. Orders are to be regarded as an integral part of the Contract.

1.14 Subscription fee: shall signify the amount, or amounts, payable for Peoplelink Services (or for each Service Module) for the whole duration of the Contract, calculated, invoiced and paid as specified in a given Order, and any amendments thereto introduced pursuant to this Contract.

1.15 Business Partner: shall signify a company, as identified by Peoplelink, authorized to offer and resell the Peoplelink Portal and Services.

1.16 User: shall signify the end subject materially using the Services.

ARTICLE 2 - USE OF SUBSCRIPTION SERVICES

2.1 Peoplelink grants the Customer, as specified below, the right to access and use Peoplelink Services, and to install and use the software included in the Subscription.

2.2 The Customer may use Peoplelink Services only pursuant to this Contract. The Customer may not decompile, disassemble or circumvent the technical limitations of the solutions subscribed, with the exception

of customisation requests directly submitted to Peoplelink, within the framework of the applicable legislation.

2.3 The Customer may not disconnect, tamper with or otherwise attempt to circumvent the invoicing mechanism measuring the use of individual Service Modules.

2.4 The Customer may not rent out, resell, transfer, lease, lend or sublicense Peoplelink Services for the benefit of, or on behalf of, Third Parties

2.5 The Customer shall be solely responsible for the contents of the data being processed. The Customer shall obtain the rights associated to the data being processed, as well as data of its own employees, in accordance with the provisions set forth in European Regulation 2016/679 and following amendments; such data is necessary to ensure that Peoplelink delivers services without infringing Third Party rights, or otherwise binding Peoplelink to the Customer or to any Third Party.

2.6 Peoplelink may make available to the Customer non-Peoplelink Services/Service Modules, for which it has obtained rights of commercial exploitation from their respective owners, through the Portal or other means.

For Customer convenience purposes, Peoplelink may introduce costs pertaining to additional non-Peoplelink products/services into the monthly charge of the Subscription Fee invoice.

Peoplelink shall, however, bear no responsibility whatsoever for any non-Peoplelink product/service.

In this case, the Customer shall be solely responsible for the non-Peoplelink product/service installed or used along with the Peoplelink Services. Peoplelink is neither an interested party, nor is it bound by the terms & conditions governing the use by the Customer of a non-Peoplelink product/service.

2.7 The Customer shall be solely responsible for protecting the confidentiality of any non-public authentication credential associated to the use of Peoplelink Services by the end users. The Customer must promptly signal to the Peoplelink support team any improper use of the accounts or of the authentication credentials, or any infringement of protection involving the Services.

2.8 Peoplelink may periodically modify and/or update the Services/Service Modules on its platform by giving at least 15 days' written notice to the Customer before removing any features or characteristics scarcely used and/or manifesting flaws and/or having become excessively burdensome for Peoplelink, unless a prompt removal thereof is required due to impelling legal, security or system performance reasons. Within such deadline, the Customer must declare, by written notice served through registered letter with return receipt, that the features Peoplelink intends to remove are to be regarded as "important", due to their extensive use or strong relevance for the activity carried out, or for other justified reasons, and thus does not wish them to be removed. In this event, the Parties hereto agree as of now to meet in order to find an agreement, favourable to both, concerning the continuance, removal or modification of the feature or characteristic involved.

2.9 The Customer grants Peoplelink a non-exclusive, non-transferable and revocable license to display the Customer name and brand name, also in case of a registered trademark, as specified by the Customer, and possibly modified from time to time, when creating correspondence or other records, and when presenting data from the website within the framework of Service provision.

ARTICLE 3 - COMMENCEMENT, DURATION AND RENEWAL OF THE CONTRACT

3.1 This Contract shall have a duration of 3 (three) years from the date of delivery of the access credentials to the Portal, unless otherwise specified on the Order or on the contract concluded with the Business Partner. Upon expiry, the Contract shall be tacitly renewed for a corresponding period, unless one of the Parties signals its intention to withdraw by sending a registered letter with return receipt, which must reach the other Party at least 6 (six) months prior to the expiry date of the Contract.

ARTICLE 4 - CONSIDERATION

4.1 The fees for providing the Services shall be objectively specified in the Order, and invoiced based on the calculation factors specified on the Order itself. The Order shall also indicate a minimum monthly fee

that Peoplelink shall apply as an invoicing base from the date of commencement of the contract (as per point 3.1).

4.2 Peoplelink may periodically reconsider the Service fees applied, and request a review thereof, to be notified 60 days before the date of enforcement; should the Customer not agree therewith, it may withdraw from the Contract at no extra cost.

4.3 In the event of a reduction of over 20% in the total number of subjects administered, or other elements used to calculate service fees, Peoplelink may request a revision of the fees. The parties hereto undertake, as of now, to negotiate in good faith based on the actual reduction of such values, taking into account the interests of the Parties when concluding the Contract. In default of an agreement with the Customer, Peoplelink may withdraw from the Contract with a notice of at least 30 days.

4.4 Unless otherwise specified in the Order, the fees referred to in Article 4.1 shall be invoiced by Peoplelink to the Customer on a monthly basis, postponed. Should the monthly invoiced amount be less than € 200.00 per instalment/month, VAT excluded, invoicing may occur on a quarterly basis, also in advance.

4.5 Peoplelink invoices will be paid by the Customer 30 (thirty) days after the invoice date, through R.I.BA (cash order) or SDD (Sepa Direct Debit).

4.6 The first invoice shall include the amount of any additional services (installation, start up, etc.) needed to activate Peoplelink Services.

4.7 Peoplelink may decide to send its invoices by email.

4.8 In case of delayed payments, default interests at the rate specified in Article 5 of Legislative Decree 231/2002 shall be paid to Peoplelink, with no need for a letter of formal notice.

4.9 All fees are not revocable, and all amounts paid are non-refundable.

4.10 In case of discrepancies and/or errors in processing, calculating and/or printing, promptly communicated and ascribable to Peoplelink, the latter shall redress the situation at no cost to the Customer. In this connection, processing errors resulting from incorrect or incomplete information and/or data provided by the Customer (see Technical Annexes, if any) shall not be ascribable to Peoplelink. In this latter case, it is understood that the Customer shall cover any reprocessing cost, as well as any other cost or expense resulting from any error ascribable to the Customer. Fees shall be defined according to the applicable fee table.

ARTICLE 5 - DATA INTEROPERABILITY, THIRD PARTY APPLICATIONS AND THIRD PARTY SUPPLIERS

5.1 Peoplelink shall not be deemed responsible for any errors, or for the loss of or damage to Customer Data, should such errors, data loss or damage occur when data is not handled within the framework of the Service, or result from data loading process defects, even when data mining from the Customer Database and/or data loading into the Customer Database have been carried out using interoperability tools, such as APIs (application programming interfaces), or other service or support software components provided by Peoplelink.

5.2 Should the Customer use third-party products or services, including, by way of example, Third Party Applications, other applications not provided by Peoplelink, and/or localisation, configuration, start-up or consulting services provided by Third Parties, and/or should the Customer exchange data with a Service-related Third Party provider, also if APIs (application programming interfaces) are used as provided by Peoplelink for accessing Customer Data, any agreement concerning such operations is intended as being exclusively by and between the Customer and the Third Party that supplies the product or service involved. Peoplelink gives no warranty or assistance on products or services provided by Third Parties, even if they have been recommended by Peoplelink, or designated as "certified" by Peoplelink.

5.3 If the Customer installs or enables Third Party Applications or services (such as "web services") usable with the Service, the Customer acknowledges that Peoplelink may allow the suppliers of such Third Party Applications or services to access Customer Data so as to ensure interoperability with the Service.

Peoplelink shall not be responsible for any dissemination, modification or loss of Customer Data resulting from the access of Third Party Applications or service providers.

5.4 Peoplelink may include in the Service functions based on interoperability with Third Party Applications (e.g., Google or Bing applications). The availability of such applications may, in the future, be subject to the Customer obtaining right of access directly from the application provider. Peoplelink provides no guarantee as to the availability of such applications over time, and the Customer acknowledges that, in case a supplier ceases to make a Third Party

Application available for interoperability with the Service under terms & conditions that Peoplelink deems acceptable, Peoplelink may, at its own discretion, remove such function from the Service, without the Customer being entitled to raise any objections thereabout.

ARTICLE 6 - SUSPENSION OF SERVICES AND DELAYS

6.1 The Services cannot be suspended upon simple Customer request, unless this is explicitly agreed with Peoplelink. Should the Services be suspended according to such agreement, and in any case with a notice of at least 15 days, the Customer shall pay, within the prescribed period, the full fees accrued for the Services provided in compliance with Customer specifications at the date of suspension.

6.2 Peoplelink shall be entitled to obtain from the Customer reimbursement of any additional costs incurred despite the Service suspension requested by the Customer itself, as well as compensation for any damage suffered.

6.3 If the Customer delays the payment of any invoice by more than 30 (thirty) days, Peoplelink shall inform the Customer, through simple communication, that 60 (sixty) days from the due date of the invoice, Peoplelink will consider the party as being in default. After a further 15 (fifteen) days, Peoplelink may decide to promptly interrupt the provision of Services pursuant to Article 1460 of the Italian Civil Code, upon simple communication via e-mail.

6.4 In all the cases of suspension of the Services pursuant to this Article 6, Peoplelink shall be exempted from any and all responsibility regarding: damages, expenses, losses, sanctions, fines or penalties, or any other detrimental consequence that the Customer may suffer as a result of such suspension.

ARTICLE 7 - CONFIDENTIALITY

7.1 The Parties hereto undertake, for themselves and on behalf of their employees, collaborators, consultants and subcontractors, to respect the confidentiality obligation in relation to any information, data, documents, records and news they shall receive from the other Party during the execution of this Contract, as well as to any information belonging to the other Party which they may acquire.

7.2 This confidentiality obligation shall not apply to information that:

- i) is, or has become, public for reasons not attributable to the Party receiving it;
- ii) either Party may receive, on a non-confidential basis, from Third Parties legitimately allowed to disclose such information;
- iii) is legitimately requested by a Public Authority in the exercise of its institutional functions.

7.3 In order to fulfil the confidentiality obligation, each Party shall be required to implement all the necessary preventive measures and, in particular, to undertake any action needed to prevent the dissemination and exploitation of information that has been deemed confidential.

7.4 Should the disclosure of confidential information to Third Parties be caused by acts or facts directly or indirectly attributable to one of the Parties, such Party shall have to compensate the other Party for any damage resulting from the disclosure of such documentation, or of materials considered confidential.

ARTICLE 8 - SECURITY

8.1 The Customer shall apply appropriate security measures, pursuant to the law, to ensure that access to the Service remains within the scope of the provisions set forth in this Contract. In particular, the Customer must: (i) manage with due diligence and attention any ID, password, user name or other security device associated to the use of the Service; (ii) take every step necessary to ensure the confidentiality, safety and correct use thereof, and to prevent unauthorized persons from acquiring them; and (iii) make sure that every access key to the Service (user account) is used only by the User to whom it was assigned.

The Customer is responsible for all activities carried out through the access keys to the Service assigned to the Customer and Users, and undertakes to inform Peoplelink promptly, and in any case within 24 hours, should it become aware of unauthorized uses of the Service, or of other security failures, so that Peoplelink can itself verify the integrity of its systems and proceed to fulfil any legal obligations that may apply.

8.2 Peoplelink may interrupt access to the Service, or a part thereof, if, at its own discretion, to be reasonably exercised, when detecting Customer or User actions that may jeopardise the integrity or security of the Service.

ARTICLE 9 – SERVICE REGULATIONS

9.1 Peoplelink may alter the Services to improve their management, changing the description included in the Documentation, and/or notifying the Customer by e-mail or by a referential link (link) on the login page (log-on) or in the home page of the Services, according to the procedure established in Article 2.8.

9.2 Such modifications may include, by way of example: (i) changes to the minimum configurations of the equipment (such as computers) necessary for using the Services; (ii) changes to operating instructions, safety and confidentiality rules, or new rules guaranteeing the security and integrity of the Services; (iii) changes to the contractual terms & conditions concerning Third Party Applications and contents made available by Peoplelink; (iv) limits to the memory space available for Customer Data (including any Additional Customer Documents), and similar restrictions intended to avoid unreasonably burdening the Services; and/or (v) rules ensuring that the databases and applications included in the Service can be used with the utmost effectiveness, and within the scope of the available capacity.

ARTICLE 10 – GUARANTEES

10.1 Each Party guarantees: (i) to have legal representation of the company on behalf of which it underwrites this Contract, or to hold specific power of attorney for this purpose and to fully comply with the obligations deriving therefrom; (ii) that the underwriting and compliance with the obligations arising from this Agreement do not violate or generate conflict with the provisions set forth in any separate contracts and/or agreements currently in force; (iii) that the personal details given to the other Party are neither false nor fraudulent; and (iv) that it undertakes to comply with the legislation and any administrative provisions that may be applicable, as well as with any orders from the judicial authority, in relation to this Contract.

10.2 The Customer guarantees to hold all the rights of use, copyrights and any associated rights that may be needed to fulfil its obligations under this Agreement.

10.3 Peoplelink guarantees: (i) to have the right to license the software constituting the Services; (ii) that this software shall work as described in the Documentation; (iii) that Services shall be provided with due expertise, diligence and professionalism, in keeping with the current industry practice; and (iv) that the Services shall be provided in compliance with SLA Conditions.

10.4 The guarantees established in Article 10.3 do not cover any deficiencies or damages due to: (i) interaction with Third Party Applications and/or with non-Peoplelink software, services or contents; (ii) any connectivity provided by Third Parties; (iii) any change to the Services not performed by Peoplelink; or (iv) any operation not in keeping with what is specified in the Documentation caused by a Service use not consistent with the applicable Service Rules.

10.5 Except for what is expressly set forth in this Contract, all warranties and conditions, both explicit or implicit, required by the law, regulations or other sources (e.g., all the implicit guarantees of a satisfactory quality level and fitness for a specific purpose) are excluded to the maximum extent permitted by law. No guarantee is given as to the results the Customer may obtain through the use of the Service, or that the Service will always work without interruptions or errors.

ARTICLE 11 - LIABILITY

11.1 The Parties hereto agree that, without prejudice to the mandatory limits of the law, the maximum liability of each party vis-à-vis the other, associated in any way to the provision of the Services under this Contract, will be limited to: (i) 50% of the Subscription Fees (net of taxes) paid by the Customer to Peoplelink during the last twelve months of the Subscription Period in which the event causing the damage and/or the compensation claim occurred.

11.2 The Customer shall be liable for any violation of this Contract resulting from actions, omissions or negligence by Users or other persons accessing the Services with the Customer access code. In this regard, the Customer undertakes to hold Peoplelink harmless (including its shareholders, directors, employees, collaborators, consultants and subcontractors), and to compensate all damages, reimburse expenses, refunds and indemnities incurred at any title, and including legal fees and interests, that Peoplelink (including its shareholders, directors, employees, collaborators, consultants and subcontractors) may incur as a result of actions, both judicial or extrajudicial, promoted by Third Parties against it/them, in relation to the Services that are the object of the Contract, for any facts ascribable to the Customer itself, whether directly or indirectly.

11.3 Any request for compensation must, under penalty of forfeiture, be submitted by either Party within one year: (i) from the discovery of the

circumstances underlying the claim; or (ii) from the termination or expiry date of this Contract; or (iii) from the time of publication of any verdict condemning a Party for an act and/or fault of the other.

11.4 The parties acknowledge and agree that, in concluding this Contract, each Party used its own ability to evaluate and judge, and has not relied on statements rendered by the other party, employees of the other party or other people acting on its behalf.

ARTICLE 12 - PROCESSING OF PERSONAL DATA

12.1 Personal data, whether communicated to Peoplelink by the Customer or its Users, or by its employees and collaborators in the course and for the purposes of Service provision, will be processed for the sole purpose of providing the Services established under this Contract, also in automated form, and stored on paper and electronic archives in compliance with the security measures established by law. The e-mail address of the Customer, upon specific consent of the latter, may be used for sending, also via e-mail, communications about services of the same nature as the Services, and training initiatives. Personal data shall not be disclosed, but may be communicated for the purposes of performing the Services to: account monitoring and certification bodies; credit institutions; service and Data Processing companies, Peoplelink network companies, as well as to the "persons in charge" and the "managers" involved in the Services.

12.2 The Parties undertake to comply with the obligations set forth by the legislation currently in force on the protection of personal data.

12.3 Whenever personal data is processed during the use of the Service, the Parties covenant and agree that Peoplelink shall act as Data Controller and the Customer as Owner of the personal data. To this end, the Parties undertake to comply with their respective legal obligations regarding the protection of personal data; in particular, the Customer, as the Owner, must ensure and guarantee that the personal data communicated and/or provided to Peoplelink are obtained in compliance with the applicable legislation on the subject, committing (among other things) to obtain the necessary consent from the persons whose data is being processed, and to comply with all the ensuing and related legal obligations, so as to enable Peoplelink to fulfil its obligations pursuant to this Contract.

12.4 Peoplelink, in its quality as Data Controller, shall process personal data exclusively on the basis of the instructions given by the Data Owner for the purposes of the present Contract, and shall adopt appropriate technical and organizational measures to guarantee the security and protection of personal data conferred to it in its function as Data Controller.

ARTICLE 13 – FORCE MAJEURE

13.1 Neither Party shall be held responsible for any failure or delay in the performance of any obligation established by this Contract for the duration and to the extent in which such failure or delay is caused by unrest, civil disturbances, acts of terrorism, war, laws, orders or regulations, actions of the Government or any governmental body, extraordinary events, storms, fires, sabotages and other similar or different contingencies beyond the reasonable control of the Parties, provided that such events cannot be avoided with normal diligence, and that the Party involved promptly informs the other Party.

ARTICLE 14 - SECURITY CONDITIONS AND COMPLIANCE WITH THE LABOUR LAW AND EUROPEAN REGULATION 2016/679.

14.1 With reference to the use by the Customer of the Services object of this Contract in the management of work relations with its employees, the provider Peoplelink guarantees that the IT solution used complies with the highest standards for the protection of personal data. Peoplelink also informs that the solution itself was the object of a favourable Provision by the Authority for the Protection of Personal Data (see Order No. 350 of September 8, 2016 available at <http://www.garanteprivacy.it/web/guest/home/docweb/-/docweb-display/docweb/5497522>), and it can thus be used in accordance to what is established and specified in such Provision.

14.2 Furthermore, as per the prohibition under Article 4 of Law 300/1970 (Workers' Statute), the provider Peoplelink guarantees that the location-based feature of the service for Workers - End Users - can be activated only by the Users themselves, and exclusively when recording their presence at work, thus excluding the possibility for the Customer to remotely control the geographical position of the Users during working hours.

ARTICLE 15 – OBLIGATIONS UPON CONTRACT TERMINATION

15.1 Upon receipt of a written request from the Customer Representative, which must be sent no later than 20 days after the date on which the Service expires or is terminated, Peoplelink shall disable access to the data, and return to the Customer a standard extraction of the Data belonging to the latter. Should the extraction need to respond to specific requirements, the timing and costs of such process will be evaluated. Peoplelink shall do whatever is necessary to facilitate this transition, easing the transfer of necessary information to the Customer so as to ensure Service continuity, and making every reasonable effort to minimise any inconvenience and dis-economy the Customer might suffer as a consequence of such transition, on the understanding that the costs related to the processing of such information or its format, for such transition, shall be exclusively borne by the Customer.

15.2 Peoplelink shall not be bound by the commitment under Article 15.1 if this Contract expires or is terminated at the end of a trial Subscription Period.

15.3 In particular, Peoplelink will provide the Customer with a copy of the paper documentation held also at Third Parties, or drawn up in accordance with the activities carried out under the Contract; in any case, once the Services are provided, the Customer undertakes to withdraw the documentation, unless agreeing to pay for storage costs.

15.4 It is however understood that in no case shall the Customer be entitled to request or receive information, data, technical details and/or specifications pertaining to the know-how and technical operational knowledge of the services involved in the Contract.

15.5 Upon Contract termination, the Customer undertakes as of now to permanently delete and remove from its systems any software that may have been provided by Peoplelink or used by the Customer within the framework of the Contract, with forbiddance to reproduce and keep copies thereof in any form, or on any support.

15.6 After 30 days from the termination of the Contract, Peoplelink shall be relieved of the commitment to store the data concerning Services provided to the Customer in its IT archives.

15.7 During the course of the Contract, and up to one year from its termination, the Customer undertakes not to hire or formulate, through any means, job offers to employees and/or associates of Peoplelink, and undertakes to ensure that other subjects with whom it collaborates or will collaborate do the same; it also undertakes not to solicit and/or induce, also indirectly through a Third Party, employees and/or associates of Peoplelink to resolve the existing employment relationship with Peoplelink in order to establish a relationship of a subordinate or autonomous nature.

In case of non-fulfilment, even if only partial, of the obligations deriving from this Article 15.7, the Customer shall pay to Peoplelink, as a penalty, an amount equal to the annual cost for the company of the employee or collaborator no longer working for Peoplelink. Pursuant to and in accordance with Article 1382 of the Italian Civil Code, compensation for any additional costs incurred shall remain unaffected. The Customer recognizes the critical importance for the activity of Peoplelink of the provisions described, and thus the fairness of the penalty amount.

ARTICLE 16 – TRANSFER

16.1 Neither the Customer nor Peoplelink shall transfer to Third Parties any of the rights and obligations arising out of the Contract, except for the Peoplelink right to transfer it to companies of its own Network, or associated to it, pursuant to Article 2359 of the Italian Civil Code; in this case, the transfer of the Contract shall become effective when it is notified to the Customer and the latter accepts it.

16.2 It is understood that Peoplelink may provide part of the Services established in the Contract by assigning them, upon notice to the Customer pursuant to the following Article 10, to the Peoplelink S.r.l. network companies to which Peoplelink belongs, or to Third Parties certified by Peoplelink. In this case, it is understood that the Customer may not unreasonably oppose such assignment.

ARTICLE 17 - COMMUNICATIONS AND CONTRACTUAL AMENDMENTS

17.1 Every communication concerning the Contract must be made in writing by fax, or other means of communication in hard copy, sent to the following address: Customer, as per the communication address specified in the Order.

Peoplelink Srl Via Caldera, 21 20135 Milano. PEC: Peoplelinksril@legalmail.it

17.2 Any modification to the Contract must be made by means of a document signed by the Representatives of the Parties hereto.

ARTICLE 18 - NULLITY OF CLAUSES AND INTERPRETATION OF THE CONTRACT

18.1 In the event that one or more provisions of this Contract are found to be contrary to mandatory law provisions, or should they be objectively unenforceable, the remaining provisions shall remain in force in order to preserve, as far as possible, the purpose and spirit of the Contract.

18.2 The Parties shall replace the Contract provisions that are found to be contrary to the law or, in any case, annulled or objectively unenforceable, with other provisions - legally permitted - making it possible to give the Contract a content as close as possible to what the Parties originally intended, and ensuring that the Contract is executed in harmony with its spirit and the purposes intended by the Parties.

ARTICLE 19 - INDEMNITY

19.1 The Customer hereby undertakes to hold Peoplelink (including its shareholders, directors, employees, collaborators, consultants and subcontractors) harmless or, in any case, to compensate all damages and reimburse expenses incurred for whatever reason, including interest, that the latter (including its shareholders, directors, employees, collaborators, consultants and subcontractors) might incur as a consequence of actions, whether judicial or extrajudicial, promoted by Third Parties towards itself/them in relation to the Services covered by this Contract, for facts ascribable, directly or indirectly, to the Customer.

ARTICOLO 20 - WITHDRAWAL

20.1 Should the Customer withdraw from the Contract before its natural expiry, it must communicate it by registered letter with return receipt, or at the PEC address peoplelinksril@legalmail.it; it also must remit to Peoplelink, pursuant to Article 1671 of the Italian Civil Code, any expenses incurred (including any IT investments), the fees for Services provided up to that time, and the gross operating margin loss suffered by Peoplelink, fixed as of now as 50% of the latest monthly fee accrued for the Services, multiplied by the months between the withdrawal communication date and the natural expiry of the Contract.

20.2 In case of withdrawal exercised by Peoplelink pursuant to Article 4.3, the Customer must reimburse any expenses incurred by Peoplelink up to the moment of withdrawal, and pay any fees accrued up to that time.

20.3 Each Party shall have the right to withdraw from the Contract by notifying the other via registered letter with return receipt, or via PEC, should the other Party be insolvent, undergoing voluntary and/or judicial liquidation procedures, subject to bankruptcy or other insolvency proceedings as established by the Royal Decree of March 16, 1942 no. 267 and subsequent amendments and additions, or to an extraordinary administration procedure. In this case, the Customer undertakes to pay to Peoplelink the amounts accrued for the Services provided up to the date on which the Contract is terminated.

ARTICLE 21 - RESOLUTION

21.1 Peoplelink and the Customer are entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for damages, in the following cases:

- repeated and serious violation of the obligations set forth in Article 2 of the Contract;
- violation of the obligations set forth in Articles 7.1, 7.4 (Confidentiality) and 16 (Transfer) of the Contract;

21.2 Moreover, Peoplelink is entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for damages, in the following additional case:

- a delay in payment by the Customer, even of a single invoice, of more than 60 (sixty) days from the established deadline.

ARTICLE 22 - JURISDICTION

22.1 The Parties concur that any dispute that may arise regarding the interpretation, execution, resolution, validity and/or effectiveness of the Contract that cannot be amicably composed between the Parties, shall fall under the exclusive jurisdiction of the Court of Milan.

ARTICLE 23 - REFERENCES

23.1 Peoplelink may mention the name of the Customer, and of the companies represented, controlled and/or administered by the Customer, as references in its institutional and external communication, for commercial/promotional purposes, for the entire duration of the Contract.

SLA (Service Level Agreement) CONDITIONS

HOSTING AND MAINTENANCE SERVICES

The Service includes:

- a) The housing in computing equipment (hosting) of one or more copies of the most recent Version of Peoplelink software application modules specified in the Orders, and the provision of the technical environment, and relevant components, on which the application is based;
- b) The maintenance of the Peoplelink application, of the Documentation and the underlying technical infrastructures, which includes maintenance related to the correction of errors, periodic Updates and related assistance, as described below:

ARTICLE 24 - SOFTWARE AVAILABILITY

24.1 Peoplelink shall adopt appropriate measures to ensure Service Availability in terms of platform redundancy, monitoring and management. The situations listed in Article 23 and Planned Maintenance operations are excluded from the Availability calculation.
 24.2 Service credits will apply to the extent indicated below:

Measure of the Service Level	Measure triggering the Service Credit	Service Credit (Percentage of the Subscription Fee for the Service unit for that month)
Availability referred to each Service Unit during an entire calendar month	< 99%	15%

No Service Credit is due if the reduction in availability does not affect the Customer, for example, in case of non-availability occurring only when none of the Users were using the Service.

24.3 The first period in which the Service level is measured shall start on the first day of the month following the Service Start Date.

24.4 Any request for Service Credits must be sent in writing to Peoplelink within 14 days from the last day of the month in which the Availability measure has given rise to the service credit.

ARTICLE 25 - INFRASTRUCTURE AND SECURITY

25.1 Network and Data Centre. Peoplelink uses Microsoft Azure as a provider of "hosting" services including web server computing equipment, database servers, physical data archives, load balancers, and the software needed to house the Service used with Customer Data. The Service uses Microsoft data centres located in Northern Ireland and the Netherlands, with a redundant on-line data configuration to ensure tolerance in the event of a failing computing device. Should Peoplelink decide to change any provider of services (including hosting), Peoplelink shall inform the Customer to obtain from the latter a written authorization. When proposing resorting to "Other Managers", Peoplelink shall guarantee that the latter have committed to confidentiality, or comply with an adequate confidentiality legal obligation (pursuant to Article 28, paragraph 3.a).

25.2 Safety and the Environment. The service provided by Peoplelink fully employs the security infrastructure which is an integral part of Microsoft Azure web services, designed to satisfy the highest security standards. A description of the security features is available at <http://azure.microsoft.com/it-it/support/trust-center/security/>. Furthermore, Peoplelink continuously uses virus identification software, constantly updated to help protect Customer Data from viruses and other forms of "malware".

25.3 Monitoring and Recovery Procedures. Peoplelink employs monitoring services to keep the system under control and identify service failures, using the following forms of monitoring (24 hours a day/7 days a week):

- computers (hardware servers);
- software availability;
- network infrastructure;
- operating system services (WWW, SMTP, SQL).

25.4 Data backup. Peoplelink shall make a daily backup of the Customer database version through the Azure SQL Database service. The service guarantees data availability. The security of Additional Customer Documents, which are not included in the backup process, is ensured by the redundant storage mechanisms of Microsoft Azure. Peoplelink may modify data saving rules at its own discretion, and within reasonable

limits, communicating it to the Customer by e-mail with advance notice of 30 days.

25.5 Database version recovery. Data recovery operations will be performed by extracting the latest database version stored in Microsoft Azure (or, if so requested by the Customer, from another recovery point) and copying it onto the current database copy used by the Service. Should the need to recover data mainly result from errors or omissions on the part of Peoplelink, or one of its Subsidiaries or subcontractors, without prejudice to the provisions contained in articles 21 and 22, Peoplelink shall bear the cost of data recovery as part of the Service. Should the data need to be recovered for other reasons (for example, a Customer request for operational reasons of its own), the Customer shall, in the final balance, pay to Peoplelink the cost of all the time spent in performing such services upon Customer request, at rates applicable for professional services.

ARTICLE 26 - MAINTENANCE AND SUPPORT

26.1 Planned Maintenance. Peoplelink will perform Planned Maintenance in pre-defined and scheduled time periods. Peoplelink will maintain an updated calendar of these periods on the Portal, and will in any case notify the Customer at least 24 hours in advance. Peoplelink shall plan and carry out such interventions while trying to minimise the impact on Customer operations, scheduling them as far as possible outside working hours and/or trying to minimise the interval in which the Peoplelink Services are not available to Customers.

26.2 Emergency maintenance. Whenever possible, Peoplelink shall inform the Customer by e-mail, or as indicated under paragraph 26.1, with a notice of at least 2 working hours before performing emergency maintenance, i.e., maintenance, updates, hardware and software repairs intended to promptly solve problems causing Service instability. However, if necessary, operations might begin at any time and continue until completed if, in Peoplelink's opinion, they do not cause significant disruption to the specific Customer environment, and/or are, in any case, necessary or appropriate for the overall maintenance or improvement of Service functionality, security or performance. Peoplelink shall endeavour, within reasonable limits, to perform any emergency maintenance outside business hours, but it cannot guarantee this.

26.3 Updates. Peoplelink may, at its own discretion, make periodic updates to the Service in order to enhance its functionality, security and/or performance. Some updates may remove or reduce functionality, though not to a substantial extent. Service Updates do not include the provision of new Service Modules, for example, new modules of the Peoplelink application software. Whenever Peoplelink makes new Service Modules available, the Customer shall be free to choose whether or not to acquire new products, based on the Fees or the Subscription tariffs proposed by Peoplelink, if and when they become available.

26.4 Customer Support Services. Peoplelink will make available to the Customer standard services for the maintenance and operation of the Service. This shall include the method used by the Customer to report malfunctioning or errors in the execution of Peoplelink Services. Peoplelink shall provide such services through the Customer Support Service, in accordance with the support policies defined in the Portal itself, and with the handling process of service requests expressed by the Customer via email sent to the following email address: support@peoplelink.it; the support policies entail a check to ensure that such errors truly result from Peoplelink Services, and are not operational errors or errors in the data used by the Customer, the definition of a response time according to the varying severity levels of the reports presented, and the relevant "escalation" procedures. When interacting with the Customer Support Service, the Customer shall follow the procedures and instructions provided by Peoplelink. Customer requests falling outside the scope of standard support services may be satisfied, if so agreed between the Customer and Peoplelink, as Professional Services.

26.5 Professional Services. Any Professional Services that Peoplelink may provide to the Customer, upon request, are provided as a separate service from the provision of the Service or Service Unit, and the applicable rates shall be agreed between the Parties. Whether they are ordered together with the Service Subscription or separately, Professional Services fall outside the scope of this Contract, and any disagreement or dispute regarding Professional Services shall not affect the rights and obligations arising out of this Contract as to the provision and use of the Service.

ARTICLE 27 – CUSTOMER OBLIGATIONS

27.1 The Customer shall have the following obligations under the SLA Conditions herein:

- (i) to give Peoplelink access to the appropriate persons as indicated by the Customer and to its offices, if this is reasonably necessary to facilitate the provision of the Service; (ii) to prevent Users or Third Parties from interfering with the Service; (iii) to ensure that Customer systems are correctly configured and kept up-to-date for Service use, and that they can rely upon adequate Internet access; (iv) to promptly inform Peoplelink, in a timely and detailed fashion, in case of problems with the Service and of changes to the contacts designated by the Customer; (v) to deploy and maintain in the systems effective, up-to-date software for the detection, identification and removal of viruses and other similar threats; and (vi) to perform all the administrative activities concerning the human resources associated to the Service, as well as other Customer activities, including, by way of example:
 - i. the creation, removal and management of access keys (user accounts) created after the initial deployment of the Service;
 - ii. the operational use of the Service by Users;
 - iii. the assurance that any access keys given to third-party suppliers are immediately deactivated when their provision of services to the Customer is completed;
 - iv. the execution of data loading operations and of other operations and management processes concerning Customer Data, including all data and relevant changes, their validation, quality control and review of the data and relevant changes;
 - v. the analysis of the causes of error messages generated by data interfaces, and the correction of Customer Data, whenever necessary;
 - vi. the drafting and implementation of appropriate safety standards, procedures, authorizations and checks in relation to the use of the Service on the part of the Customer (and its Subsidiaries).

ARTICLE 28 - EXCLUSIONS

28.1 Peoplelink shall bear no responsibility whatsoever and have no obligation in case of errors, problems or malfunctioning or failure to ensure Service Availability, when such occurrences result from one of the following causes: (i) a breach of Customer obligations established in this Contract; (ii) errors or omissions on the part of Internet Service Providers;

(iii) use of Third Party Applications, or "Single Sign-On" features that Customer or User may have installed and/or enabled to enter the Service or to interact with it, including any Customer Data dissemination, modification or cancellation that might result therefrom; (iv) underestimation of electronic attacks, hacking or other similar incidents (in these cases, Peoplelink will independently evaluate whether to intervene to protect the integrity of its own systems, network, and in general its business, and also to fulfil any legal obligations that may apply); (v) any DNS problems that are not under the control of Peoplelink, e.g., errors in the Customer network or in the network of an Internet service provider; (vi) any problems or errors occurring while Peoplelink is waiting for the Customer to provide useful information to correct an error or restore services; (vii) any inconvenience caused by Customer management or operational activities regarding the Service; (viii) Customer Support Coordinators not attending the training offered by Peoplelink, which is necessary to properly use the Service; or (ix) Force Majeure.

ARTICLE 29 - CONTRACT CONCLUDED THROUGH A BUSINESS PARTNER INTERMEDIARY

29.1 Should the Customer access the Services and Portal pursuant to a separate contract signed with the Business Partner, the relevant fees shall be determined based on such contract, and any proceedings concerning the exercise of the right of withdrawal, termination, compensation request, suspension, communications, shall be vis-à-vis the Business Partner.

29.2 In the event that the status of a Business Partner is terminated, or if the latter no longer acts as a Peoplelink intermediary, the contract shall continue to be in force between the Customer and Peoplelink, at the conditions established herein, except for the Customer's right of withdrawal within 30 days from the e-mail notifying that Peoplelink has taken over in such contract and, in any case, unless otherwise agreed by and between Peoplelink and the Business Partner.

29.3 It is understood that the Business Partner shall remain responsible for any type of activity carried out vis-à-vis the Customer during the period of validity of the Business Partner status, and that Peoplelink cannot be held responsible for any breach and/or damage caused by the activities of the Business Partner.

Date**Signature**

The Customer declares to have read, examined and specifically accepted, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses:

Article 2 – use of subscription services,
Article 3 – commencement, duration and renewal of the contract,
Article 4 – consideration,
Article 5 – data interoperability, third party applications and third party suppliers,
Article 6 – suspension of services and delays,
Article 7 – confidentiality
Article 8 – security,
Article 9 – service regulations,
Article 10 – guarantees,
Article 11 – liability,
Article 12 – processing of personal data,
Article 13 – Force Majeure,
Article 14 – security conditions and compliance with the labour law and European Regulation 2016/679,

Article 15 – obligations upon Contract termination,
Article 16 – transfer,
Article 17 – communications and contractual amendments,
Article 18 – nullity of clauses and interpretation of the contract,
Article 19 – indemnity,
Article 20 – withdrawal,
Article 21 – resolution,
Article 22 – jurisdiction,
Article 23 – references,
Article 24 – software availability,
Article 25 – infrastructure and security,
Article 26 – maintenance and support,
Article 27 – Customer obligations,
Article 28 – exclusions,
Article 29 – contract concluded through a business partner intermediary

Date**Signature**
