

# Terms and Conditions of License of SaaS

16 February 2021

# Terms and Conditions of Licence of SaaS (Software as a Service)

between

Wethod S.r.l., with registered office in Roncade (TV), 31056, Via Sile n. 41, Tax Code and VAT Number 04732090263, in the person of its *pro tempore* legal representative ("Wethod"),

and

The legal entity, self-employed professional or consumer herein identified as client (the "Client").

Wethod and the Client hereinafter jointly referred to as "Parties" and, individually, as "Party".

## WHEREAS

- A. Wethod is an innovative start-up operating in the project management sector, investing in the creation of a planning culture hinged on (i) a distributed responsibility management system and (ii) an integrated business intelligence system, highly efficient in producing information;
- B. For the purpose of achieving these objectives, Wethod developed a management software – also called "Wethod" and accessible through an online platform at <https://www.wethod.com/> – capable to provide users, consumers and B2B with an efficient, streamlined and intuitive management of projects, allocation of resources and budget through a system which encourages the autonomy of all the organization members at every level and gives updated feedbacks about the state of "health" of each project, about the productivity value and about the estimates regarding the achievement of the established objectives;
- C. For the purpose of facilitating its activity regarding work organization and project efficiency improvement, the Client intends to use the services offered by the "Wethod" platform.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS

## 1. Effectiveness of recitals and Annexes

- 1.1. The recitals and Annexes 1 (User License Agreement), 2 (SaaS Services) and 3 (Agreement of appointment of Data Processor) are integral and substantial part – for all purposes – of these general Terms and Conditions of *Software as a Service* license (the "Agreement").

## 2. Definitions

- 2.1 In addition to what is expressly defined within the Agreement, the following terms, with capital letter, shall have the meaning attributed thereto in this Article:
  - "User License Agreement" means the separate written agreement that is entered into between Wethod and the Offline Client and that, on the one hand, jointly with the Registration Confirmation (as defined hereinafter), formalizes the request for

activation of the SaaS Services and the proposal of acceptance of the Agreement addressed to Wethod and, on the other, regulates the specific agreements between Wethod and the Offline Client with regard – by way of example without limitation - terms of use, customization services, specific pricing. Copy of the User License Agreement signed by the Offline Client shall be deemed attached hereto as Annex 1.

- “Registration Confirmation” means the email confirming the registration of the Wethod account – sent after the data have been entered by the User and concurrently with the acceptance of the terms and conditions hereof – including the Account Activation Link (*i.e.* the button “*Take me There*”), and that formalizes the request for activation of the SaaS Services and the proposal of acceptance of the Agreement addressed to Wethod.
- “Client”, as already identified above, means jointly, where it is necessary to refer jointly to the same, the Online Client and the Offline Client, all as better defined in the relevant sections of this article. Unless it is expressly excluded by a specific clause, the term Client shall be deemed to include and actually includes the Client-Consumer.
- “Client-Consumer” means the Client individual who uses the Platform and the Software, as defined hereinafter, for purposes not related to any entrepreneurial, commercial, handicraft or professional activity carried out by the same.
- “Online Client” means the Client who selects and subscribes to one of the Subscription Plans offered by the Platform through the online registration and subscription methods available on the Platform and who, by virtue of such subscription, accepts the terms and conditions hereof and who will be able to use the SaaS Services under these conditions.
- “Offline Client” means the Client who selects and subscribes to one of the Subscription Plans offered by the Platform through the offline registration and subscription methods or through the negotiation and stipulation of separate written agreements (*i.e.* the User License Agreement) with Wethod and who, by virtue of such subscription, accepts the terms and conditions hereof and who will be able to use the SaaS Services under these conditions.
- “Admin Credentials” means the credentials identifying the User Admin (*i.e.* name, last name, email, password and team name), chosen and developed by the latter during the phase of registration and creation of the account on the Wethod Platform. The Admin Credentials, so identified, are required for the use of the SaaS Services by the User Admin and uniquely refer to the User Admin (and, consequently, to the Client), and are not transferable and/or usable by third parties in any way whatsoever.
- “Basic Credentials” means the credentials of the Basic User/s (*i.e.* name, last name, company e-mail and password) chosen and developed by the latter upon the first authenticated access to the Platform made through the link contained in the Account Activation Link (*i.e.* the button “*Take me There*”), received following the invitation to register its account by the User Admin. The Basic Credentials, so identified, are required to use the SaaS Services by the Basic User/s, according to latter’s access privileges, that uniquely refer to the same and are not transferable and/or usable by third parties.
- “Credentials” means jointly the Admin Credentials and the Basic Credentials identifying the Users, as defined hereinafter.
- “User Database” means all the documentation, data, information, files, analyses and processes and all the other contents, of any kind and format whatsoever, uploaded, entered, saved, managed, processed, recorded, classified and developed by the User (and, consequently, by the Client) on the Platform and through the Software, including the results of the management, analysis, statistics, resource allocation, performance and reporting activities regarding the projects relating to SaaS

Services, all this as better defined in Annex 2. The User Database includes all information accessible, available for consultation, uploaded, entered, saved and processed to and by the User within its own account, compatibly with any Authorisation Levels established by the User Admin (and, consequently, by the Client).

- “Effective Date” means the date starting from which the Agreement shall be effective, i.e. the date on which the Client, following the reception of its account Registration Confirmation, pursuant to Article 3 hereinbelow, clicks the Account Activation Link for the first authenticated access to the Platform.
- “Term” means the period of validity of the Agreement starting from the closing date of the Agreement as specified in the following Article 3.2 and related to the Subscription Plan requested by the Client. The Term includes the Trial Period and, in case of subscription to any of the Wethod Subscription Plans, also the subsequent periods of the renewal of the Agreement as regulated by the following Article 3.6.
- “Account Activation Link” means the link contained in the Registration Confirmation (i.e. the button “Take me There”) to the page where the User must define and enter the Credentials – using different methods if the User is a User Admin or a Basic User – and that allows the first access to the Platform for the purposes of closing the Agreement and for the full activation of the account.
- “Confidential Information” means the technical-scientific-IT, economic, commercial or financial procedures, information and knowledge, also of third parties, and any analog and/or digital document in which the foregoing is contained or, in any case, reflected, that have been notified or sent between the Parties (or shared and examined in an aggregate form in case of the so-called group profiling), in any form and/or on any media, including correspondence, in the framework of the negotiations and performance of the Agreement or, in any case, in relation to the same Agreement, even if they are not specifically qualified as “reserved/secret/confidential” or like wording.
- “Authorisation Levels” means the different access privileges to the documentation – and the relevant data and information – identified and established by the User Admin and that enable the authorized persons, according to the authorised access privilege, to access, display, modify, integrate, share, download, export and/or delete the documents included in the User Database.
- “Subscription Plan” means the option in terms of quantity and time of use of the SaaS Services, corresponding to the activation of different Platform modules, of the relevant SaaS Services and of the relevant pricing determined on the basis of the selected Subscription Plan and of the monthly accrued Active Users.
- “Storage Period” means the User Database computer storage period corresponding to the Subscription Plan.
- “Trial Period” means the Software and the SaaS Services “test” period granted by Wethod to the Client free of charge and for the purpose of verifying the functions offered by the Platform and equal to the number of days specified on the Platform in the Subscription Plan registration/selection section. When such period has elapsed, the account may be renewed or discontinued on the Client’s request, as better specified in Articles 3.4 and 3.5 below.
- “Platform” means the online platform accessible through authentication at <https://www.wethod.com/> or through the app for mobile devices, with which it is possible to use the Software and, consequently, the SaaS Services.
- “Maintenance Services” means the service, maintenance, repair, full restoration of operation, re-installation, *bug-fixing* and Software and/or Platform upgrade activities.
- “SaaS Services” means the services regarding (a) the upload, download, organization, management, classification, creation, modification, saving of data, contents and attachments of files; (b) the share of such data and, in general, of the

contents of the User Database with other Users according to their Authorisation Levels; and (c), in case of subscription of the so-called “group profiling”, share and aggregation of the data relating to one’s own company and the companies belonging to the “group profiling”, that can be performed by the Software and used by the Client through the authenticated access to the Platform, differentiated by quantity, quality and time based on the Subscription Plan chosen and selected by the Client. Any additional customization and/or integration services as well as any training and consulting sessions are not included in the SaaS Services.

- “Software” means the “WETHOD” computer program as per recital B hereof, as better described in Annex 2, capable to perform the SaaS Services, usable through the Platform on the terms and under the conditions of this Agreement – and jointly with the User License Agreement, in case of Offline Client – and according to the Subscription Plan selected by the Client.
- “User Admin” means the Software user, coinciding with or identified as such by the Client, who: (i) selects and sets autonomously the Admin Credentials; (ii) enters and updates the ID data of the Client in the Software; (iii) decides, identifies and enables with various Authorisation Levels the Basic Users by setting the relevant access privileges to the documentation uploaded on the Platform and to the SaaS Services; (iv) selects, uploads the contents of the User Database and sets/activates the relevant features and functions; (v) uses the SaaS Services and is responsible for the use of the Platform and the Software; .
- “Basic User” means the Software user, appointed and authorised by the User Admin – as well as instructed by the latter about the use of the Platform and the Software, and about the terms and conditions hereof – who: (i) selects and autonomously sets the Basic Credentials; (ii) uses the SaaS Services, compatibly with the Authorisation Levels established by the User Admin (and, consequently, by the Client) and consequently by the Client and is responsible for the use of the Platform and the Software; (iii) selects, uploads and modifies, compatibly with the Authorisation Levels, the contents of the User Database.
- “User” means jointly the User Admin and the Basic User/s;
- “Active User” means the User (Admin or Basic according to the registration profile) who actively uses the SaaS Services within the scope of each month of the Subscription Plan Term, i.e. the Users who have filled in the timesheet and/or who have been allocated to activities/projects and/or who have accessed the Platform in the last 30 (thirty) days.

2.2 The singular terms used herein shall refer also to the plural and *vice versa*.

### **3. Closing of the Agreement, Term and Renewal of the Agreement**

- 3.1 Filling in the account registration form shall be deemed as a contractual proposal having the purpose to formalize the request to activate the SaaS Services and, thus, to close the Agreement. Upon reception of the account registration request, Wethod shall send the Client the Registration Confirmation containing the Account Activation Link. The Agreement will be completed only when the Client has clicked the Account Activation Link and has made its first access to the Platform. The Client may delete and/or modify the request for the closing of the Agreement before clicking the Account Activation Link.
- 3.2 The Agreement will be in force starting from the Effective Date for the entire Term. Without prejudice to the right of withdrawal on the terms and under the conditions as per Article 13 below.
- 3.3 Upon or after the closing of the Agreement and the consequent full account activation, the User Admin may register the names and email addresses of the Basic Users underlying its profile. Once the User Admin has registered and, thus, authorised, the Basic Users, an email will be sent to the Basic Users containing the Account Activation

Link for the first authenticated access to the Platform and the Software; during such first access, the Basic User shall enter its personal data and set the Basic Credentials for its account.

- 3.4 Except for the Trial Period, the Fee (as defined hereinafter) will be charged in compliance with Article 5, after the chosen paid Subscription Plan is selected, the data of the credit card or any other means of online payment are entered and the choice is confirmed by means of the specific confirmation “button” and, in any case, only after the User has selected all, none excluded, the three flags (relating to Terms and Conditions, privacy policy and Agreement of Appointment of Data Processor) hence expressing its full acceptance of the terms and conditions under the Agreement and executing it pursuant to this Article 3.
- 3.5 At the end of the Trial Period, with a prior notice of 3 (three) days before its expiry, a reminder email will be sent to remind the Client about the possibility, without deactivating the account previously activated with the commencement of the Trial Period, (i) to continue to use the SaaS Services free of charge by selecting the relevant free Subscription Plan; or (ii) to register to the Platform by subscribing to one of the paid Subscription Plans offered by Wethod. In any case, it is agreed that the Client shall not benefit from the Trial Period more than once.
- 3.6 In the event that the Client, at the end of the Trial Period, does not intend to subscribe to any of the Subscription Plans offered by Wethod, the Client’s Credentials will be deactivated and the Agreement will be deemed terminated, without any option of tacit or automatic renewal. Conversely, in case of subscription to any of the paid Subscription Plans, the User – already registered – will be requested to enter the data of its credit card or any other online means of payment and to confirm that choice by means of the specific confirmation “button”, thus expressing its full acceptance of the terms and conditions hereof and completing the stipulation of the Agreement pursuant to this Article 3. The Fee invoicing and payment terms will be on a monthly basis and in relation to the Active Users as better set forth in the following Article 5 or according to the terms and conditions agreed with the Client in the User License Agreement.
- 3.7 In case of subscription of a Subscription Plan, at the end of the Term, the Agreement is deemed automatically renewed for the same period of time, unless notice is given by the Client to Wethod whereby the Client notifies its withdrawal from the Agreement with a prior notice of at least 90 (ninety) days and pursuant to Article 13 below.
- 3.8 Subject to what is established in the foregoing Article 3.7, after the expiration, termination of, or withdrawal from, the Agreement or the License for any reason whatsoever, Wethod will deactivate the account and, on the Client’s request, will prepare all the technical operations required to complete the download activities and enable the Client to recover the contents of the User Database.

## **4. Purpose of the Agreement and Client’s limitations**

- 4.1 Wethod hereby:
  - (i) undertakes to provide the Client with the SaaS Services in compliance with the applicable service standards, subject to prior authenticated access of the latter to the Platform through entry of Credentials by Client; and, consequently,
  - (ii) grants the Client a license for the use of the Software – configured according to the Subscription Plan and any further services or customizations requested by the Client – that is non-exclusive, non-sublicensable and non-transferable to third parties, as well as of a term equal to the Term of the Agreement (the “License”); and
  - (iii) undertakes to make any reasonable effort in order to ensure maximum availability and smooth operation of the SaaS Services through the Platform and the Software.
- 4.2 The Parties hereby acknowledge and agree that:



- (i) the Software will be used, subject to prior authenticated access to the Platform by entering the Credentials and compatibly with its Authorisations Levels, only by the User (and, consequently, by the Client);
- (ii) each User is responsible for maintaining the confidentiality and the security of the Credentials, which shall not be sent or disclosed, not even partially, to any subject other than the Users (including Client's employees, collaborators, contract workers);
- (iii) the Client shall notify Wethod of any breach of the security of the Users' accounts and/or of loss of Credentials, as soon as the Client becomes aware of any such breach and/or loss;
- (iv) the Client shall not, directly or indirectly (for example, through the activity of third parties): (a) bypass or try to bypass the technical protection measures and the technical restrictions applied to the Software and/or to the Platform for the purpose of identifying any code and/or algorithm whatsoever (by way of example without limitations, any source code and object code); (b) analyse, decrypt, decompile, disassemble and/or reverse engineer the Software and/or the Platform or try to put in place said activities; (c) alter, modify and/or process in any whatsoever the Software and/or the Platform; and (d) except for the modalities allowed by the Platform, retrieve, copy, duplicate, retain and/or collect, directly or indirectly, manually or through the use of specific software, any data, information, code and/or algorithm of any kind whatsoever, used by or to operate the Platform and the Software and/or loaded and contained into the User Database (so-called *data scraping*).
- (v) the Client shall not remove and/or try to remove the elements protected by copyright, trademarks and/or other distinctive signs of Wethod or of the latter's suppliers exhibited in any way whatsoever in the Software interface and/or in the Platform;
- (vi) the Client and, consequently, each User, shall not use any SaaS Services, access the Platform or use the Software in any way that may allow the duplication, creation of derivative works or elaborations or the distribution to third parties of copies of material covered by Wethod Intellectual Property Rights.
- (vii) Without prejudice to the confidentiality obligations pursuant to the following Article 12, the Client shall adopt physical, legal, organizational and technical measures suitable and appropriate to prevent any third party from carrying out the activities as per the foregoing points (iv) to (vi).

#### 4.3 The Client acknowledges and agrees that:

- (i) any improper use of the Software, the Platform and the SaaS Services or, in any case, other than the one allowed pursuant hereto is prohibited; and
- (ii) the Agreement and/or any provision under the Agreement shall not be interpreted in any way whatsoever so as to grant to the Client any explicit or implicit rights of any kind whatsoever to the Software and/or Platform other than or in addition to those granted by virtue of the License and the Agreement.

## 5. Fee

- 5.1 For the granting of the License, the performance of the Maintenance Services and the delivery of the SaaS Services, the Client shall pay Wethod the fee specified based on the Subscription Plan requested by the Client (the "Fee").
- 5.2 Except for any different agreements reached between Wethod and the Offline Client in the User License Agreement, the Fee shall be paid to Wethod by monthly instalments determined based on the Subscription Plan selected and on the number of Active Users registered on a monthly basis.

- 5.3 The Fee shall be paid by the Client to Wethod against regular invoice issued by Wethod, sent to the Client by email to the address provided by the User upon registration and specified in the following Article 15.
- 5.4 In case of automatic renewal of the Agreement and of the License pursuant to the foregoing Article 3.6, the agreed Fee will be automatically invoiced to the Client at the beginning of each renewal period in accordance with the terms and conditions as per the foregoing Articles 5.2 and 5.3.

## **6. Maintenance Services, Updates and Additional Services**

- 6.1 Wethod undertakes for the entire Term of the Agreement to provide the Client with Maintenance Services for the purpose of guaranteeing the smooth and ideal functionality of the Software and the Platform.
- 6.2 Should the Client identify any Software or Platform irregularity or failure in using the SaaS Services, the Client shall promptly and exhaustively inform Wethod by email at the addresses or numbers specified on the Wethod website, so as to allow the latter to intervene by providing the Maintenance Services.
- 6.3 Without prejudice to Client-Consumer rights, the Client hereby authorises Wethod to make use of third party subcontractors for the provision of the Maintenance Services regulated under this Article 6.
- 6.4 In the event that Wethod at its full discretion, develops any update or change to the Platform, the Software and/or the SaaS Services (the "Updates"), Wethod shall provide the Client with said Updates at no additional charge, which the Client shall be bound to accept and perform. The Parties hereby agree as from now that the Updates are subject to the Agreement provisions.
- 6.5 The Client hereby acknowledges and accepts that further services in addition to the SaaS Services, as above defined, such as, by way of example without limitations, any integration of the Software basic functionality, customization, adaptation of the Platform to the Client's needs (customizations), as well as any consulting and training sessions provided by the Wethod team to the Client and its employees and/or collaborators are not included in the Fee and shall be defined between the Parties under a separate written agreement.

## **7. Suspension/interruption of SaaS Services**

- 7.1 Without prejudice to the application of the following Article 13, Wethod, at its sole discretion – and the exercise of such right shall not be alleged as default or breach of the Agreement – reserves the right to suspend/interrupt the provision of the SaaS Services through the Platform and the Software, even without any prior notice, in the event that:
  - (i) Wethod deems appropriate, at its sole discretion, to make any technical intervention aimed at improving the Software and/or the Platform. In that case, Wethod shall inform the Client about the interruption of the SaaS Services, also specifying the restoration time and methods, as well as the contacts the Client may refer to at any time to obtain assistance and more detailed information relatively to the suspension/interruption of the SaaS Services;
  - (ii) there are reasonable grounds to believe that the Client shall not perform the obligations envisaged under Articles 5 and 11 of the Agreement;
  - (iii) there are reasonable grounds to believe that the Platform and/or the Software – and as a result, the SaaS Services – have been used and enjoyed by third parties not authorised by Wethod;
  - (iv) without prejudice to other provisions of the Agreement, any events of Force Majeure (as defined hereinafter) or circumstances that, at Wethod's sole discretion,



- impose the performance of emergency interventions or interventions to solve any problem of security, danger for the entire network and/or for people or property; in that case, the SaaS Services shall be restored only when Wethod, at its discretion, has assessed that the causes determining the suspension/interruption of any such SaaS Service have been actually removed or cleared;
- (v) the suspension/interruption is requested by the Judicial or Administrative Authority.
- 7.2 Without prejudice to every and any other actions of Wethod aimed at obtaining damage compensation in the cases of suspension/interruption of the SaaS Service attributable to the Client.
- 7.3 It is agreed between the Parties that, during the suspension/interruption of the SaaS Services, the Client shall not have access to the User Database.

## **8. Force Majeure**

- 8.1 For the purposes of this Agreement and of the License, "force majeure" means all circumstances beyond Wethod's control that, temporarily or definitely, prevent the performance by Wethod of the obligations envisaged hereunder and under the License; such as, by way of example without limitation, wars or risk of war, riots, social unrest, total or partial, strikes, lack of raw materials, delays in the supply of products and services (also digital) and/or suppliers' services, unexpected circumstances within Wethod and/or of its suppliers (including so-called data breach), transportation difficulties, difficulties or delays in the transmission of data through the network, restrictions of any kind to imports and/or exports, frost, fire, epidemics, natural disasters and any other unexpected impediment whatsoever that makes fully or partially impossible the operation of the Platform and/or of the Software and the delivery of the SaaS Services ("Force Majeure").
- 8.2 In the event that it cannot perform its obligations hereunder due to events of Force Majeure, Wethod shall have the right – at its discretion – :
  - (i) to suspend/interrupt the delivery of the SaaS Services through the Platform and the Software pursuant to the foregoing Section 7.1(iv); or
  - (ii) to withdraw from the contract with the Client, fully or in part, without any liability ascribable to Wethod therefor.
- 8.3 Should the suspension and/or interruption of the SaaS Services and of the operation of the Platform and the Software due to Force Majeure (or due the other cases as per the foregoing Section 7.1(iv)) continue for over 90 consecutive days, the Client shall have the right to withdraw herefrom by registered letter with return mail or company certified email, and no penalty and/or indemnity shall be charged to the Client therefor for any reason.

## **9. Representations, warranties and limitations of liability**

- 9.1 Each Party represents and warrants that it has full authority, powers and capacity to close this Agreement and perform the relevant obligations.
- 9.2 Wethod represents and warrants:
  - (i) that the use by the Client of the SaaS Services and, therefore, the use of the Platform and Software in compliance with the terms and conditions of the Agreement and of the License do not violate any law provisions and rights of third parties; and
  - (ii) that the Platform and the Software do not contain any virus, computer program blocks or other disabling IT systems.
- 9.3 The Client:

- (i) represents and warrants that it verified, and it satisfies, the technical requirements to be fulfilled for the operation of the Software and the Platform described in Annex 2, and, consequently, acknowledges and agrees that no liability shall be ascribed to Wethod in the cases of suspension, interruption of SaaS Services or irregularity or failure of the Software and/or the Platform due to the non-fulfilment of said requirements by the Client;
- (ii) represents and warrants that it has all the knowledge and capabilities required for a proper use, administration and management of the Platform, the Software and the SaaS Service;
- (iii) represents and warrants that (a) it holds every right required and it has every title necessary to load, modify, integrate, share the information, project documents, files and, more generally, all that is part of the User Database; (b) that all that is part of the User Database does not infringe any third party's right;
- (iv) represents and warrants that it has the title also in relation to the loading and processing, on and through the Platform, of personal and contact data of the Platform Users and/or third parties (e.g. personal data of third party subjects contained in the project documents and related to the development of specific projects). The Client also represents and warrants that it has obtained such personal and contact data in accordance with the currently applicable legislation on personal data protection and based on a suitable legal basis pursuant to article 6, paragraph 1, of the GDPR and that it processes it in its capacity as data controller pursuant to article 24 and the following of the GDPR;
- (v) by virtue of what has been represented and warranted pursuant to the foregoing paragraphs 9.3(iii) and 9.3(iv), expressly undertakes to hold harmless Wethod from any direct and/or indirect damage that may be claimed against Wethod for the loading (and use) of the User Database on the Platform, as well as any liability for any direct and/or indirect damage that may be claimed against Wethod by any breach by the Client of the applicable legislation on personal data protection in relation to contact and personal data loaded by the Client, entered, saved and processed on the Platform;
- (vi) acknowledges and accepts that the SaaS Services are provided "as is" and characterised by constantly evolving technologies. Therefore, the technical features of the Platform and the Software may be modified whenever it is required by technology evolution and by supply and/or organization needs;
- (vii) acknowledges that the internet network – required for the use of the Platform and, consequently, for the use of the Software and utilization of SaaS Services – is not controlled by Wethod and that, for the peculiar structure of the aforesaid network, no public or private entity and not even Wethod is capable to guarantee and monitor the services and functionality of the network branches and to monitor the contents of the information sent through the same. Consequently, no related liability shall be ascribed to Wethod;
- (viii) represents and warrants that the User, compatibly with its Authorisation Levels, shall be the only and exclusive user of the Platform and the Software, and, consequently, the user of the SaaS Services;
- (ix) acknowledges and agrees that (a) Wethod does not make any specific backup of the User Database, with the only exception of the system back-ups that the same Wethod, due to its caution and in any case at its sole discretion, periodically makes for the purposes of any restoration of the SaaS Services; and, therefore, (b) it is the only entity responsible for the management, security and saving of the Client Database, as well as for the performance of any activity deemed useful or necessary to ensure its integrity, confidentiality and retention;
- (x) also acknowledges and agrees that at the end of the Storage Period, and after the expiration of, withdrawal from or termination for any reason whatsoever of the

Agreement and the License, Wethod shall retain the User Database for the following 24 (twenty-four) months, to carry out activities aimed at improving the Platform and its functions, as well as to guarantee to the Client the maintenance of the User Database in case of any subsequent renewal of the stipulation of the Agreement and consequent registration to the Platform within such term.

Therefore, the Client undertakes as from now to promptly obtain before the final elimination of the User Database a copy thereof, by express request to Wethod to start the export and download activities and retrieval of what is contained in the User Database. In any case, in any event of end of the Storage Period, as well as of expiration of, withdrawal from or termination for any reason whatsoever of the Agreement and of the License, the Client exonerates Wethod, as from now, from any and every liability for any full or partial loss of or damage to the User Database.

(xi) represents and warrants that the data and information provided to Wethod in registering the account for the purpose of closing the Agreement are true, exact and such to allow its identification and the proper identification of its needs.

- 9.4 Without prejudice to the Client-Consumer's rights, Wethod does not issue any explicit or implicit representation and/or warranty that the Platform, the Software and/or the SaaS Services shall be suitable to meet the Client's requirements and/or exempt from errors, failures and/or irregularities.
- 9.5 Without prejudice to any personal damage to the Client-Consumer, the Client acknowledges and agrees that in no case shall Wethod be liable for any damage that may be caused to the Client or to third parties by the use by the Client of the Platform, the Software and/or by the use of the SaaS Services, and by the results of the activities related to the upload, download, organization, management, classification, creation, modification, saving, processing and sharing of data, contents and annexes of files made by the Software, for amounts exceeding the amount of the Fee paid to Wethod in a calendar year. In case of a free Subscription Plan, Wethod, to the maximum extent allowed by law, shall not be held liable for any damage that may be caused to the Client or third parties by the use by the Client of the Platform, the Software and/or by the use of the SaaS Services not in compliance with the terms and conditions hereof.
- 9.6 Subject to any event of default or inexact performance of Wethod with regard to the Client-Consumer, in no case shall Wethod be liable to the Client for loss of profit or loss of opportunities, or for costs resulting from consequential damages.

## 10. Intellectual Property Rights

- 10.1 The Client shall use the Platform and the Software and use the SaaS Services in full compliance with the intellectual property rights, of any kind whatsoever, owned by Wethod and third parties.
- 10.2 The Client acknowledges and agrees that Wethod is and shall remain the sole and exclusive owner of the Platform and the Software and of any existing intellectual property right of any kind whatsoever thereto and/or relating thereto.
- 10.3 In the event that the Client, in using the Platform, the Software and/or in using the SaaS Services, comes in contact with or becomes aware in any way whatsoever of source codes, object codes and/or algorithms for the operation of the Platform and/or the Software, with reference to the same, it shall fulfil the same confidentiality obligations set forth in Article 12 hereof, also after the expiration, termination of or withdrawal from the Agreement for any reason whatsoever.
- 10.4 The Client undertakes not to dispute Wethod's exclusive title ownership of the intellectual property rights to the Software and/or the Platform, and undertakes not to take any action that may affect or otherwise be prejudicial to Wethod's title ownership of such intellectual property rights also in case of expiration, termination of or withdrawal from this Agreement for any reason whatsoever.

## 11. Non-transferability and non-sublicensing

- 11.1 The Client shall not transfer, fully or partially, without the prior written consent of Wethod: (i) the Agreement; (ii) the License; and/or (iii) the rights and/or credits deriving from the Agreement or the License.
- 11.2 In any case, the Client shall not sub-license the License or otherwise allow any third party to use the Software and the SaaS Services.

## 12. Confidentiality

- 12.1 The Parties acknowledge the absolute confidentiality of the Confidential Information and undertake – and concurrently promise, pursuant to article 1381 of the Italian Civil Code, that such commitment shall be respected by any of their employees or collaborators–:
  - (i) not to notify, give access, disclose and/or provide to third parties, directly or indirectly, any Confidential Information;
  - (ii) not to disclose, make available and/or use any of the Confidential Information for purposes other than those hereof;
  - (iii) disclose the Confidential Information only to their employees and/or collaborators, exclusively as strictly necessary and following the stipulation of agreements including confidentiality obligations similar to those envisaged hereunder, being agreed, in any case, that each Party shall be responsible for the fulfilment of the confidentiality obligations of such subjects; and
  - (iv) adopt all physical, legal, organizational and technical measures suitable to guarantee the protection and utmost confidentiality of the Confidential Information.
- 12.2 Without prejudice to the above, the Parties may disclose the Confidential Information only with the prior written consent of the other Party and whenever this is requested by the law or by order of any Public Authority.
- 12.3 The Parties shall be bound to comply with the confidentiality obligations set forth hereunder for the entire Term hereof and, similarly, after the expiration, termination of or withdrawal from this Agreement for any reason whatsoever.
- 12.4 The Parties acknowledge and agree that the confidentiality obligations set forth hereunder shall not be extended to information:
  - (i) generally known to the public upon disclosure or that have not become known to the public due to or as a result of any fact, act or omission of the Party that received it;
  - (ii) that have become known to the Party which received it without any confidentiality obligations, or in any case without any breach of the confidentiality obligations set forth hereunder; and
  - (iii) the disclosure of which is mandatorily requested by law or regulations.

## 13. Termination clause and right of withdrawal

- 13.1 Subject to damage indemnification, Wethod shall have the right to immediately terminate this Agreement – and, consequently, the License – pursuant to Article 1456 of the Italian Civil Code, by registered letter with advice of receipt or company certified email, in case of breach by the Client of the obligations as per paragraphs and Articles 4.2, 4.3, 5, 9.3, 9.5, 9.6, 10, 11 and 12.
- 13.2 The foregoing shall not affect the right of each Party – should the circumstances occur and if it is deemed appropriate – to undertake any and every action appropriate for the termination of this Agreement pursuant to Articles 1453 and 1454 of the Italian Civil Code.
- 13.3 The Parties hereby acknowledge and agree that each Party may withdraw herefrom, at its sole discretion, with a prior notice of 90 (ninety) calendar days by registered letter

with advice of receipt or company certified email. Without prejudice to what is established by the foregoing Article 9.3(x), the withdrawal from the Agreement shall entail the deactivation of the account and of the relevant Client's Credentials by Wethod. In such case, the User (and, consequently, the Client) may get again possession of all what is contained in the User Database through the performance by Wethod – and the Client's explicit request – of the export and download activities for the retrieval of what is loaded in the User Database.

- 13.4 The Parties acknowledge and agree that, subject to any further warranties granted to the Client-Consumer, in case of withdrawal from or termination of the Agreement, and, consequently, of the License, the services already performed and the payments made to Wethod pursuant to the foregoing Article 5 shall be effective.

## 14. Amendments to contractual terms

- 14.1 Wethod – for the purposes, *inter alia*, of technical, organizational and/or administrative-accounting improvements – reserves the right, at any time and at its sole discretion, to make any amendment to the Agreement and to the License terms as well as to impose new or additional terms or conditions about the use of the Platform, the Software and, consequently, the delivery of the SaaS Services.
- 14.2 In those cases, Wethod shall notify to the Client the amendments to the Agreement and to the License terms by a prior written notice of 7 (seven) days before their entry into force. In the event that such amendments are deemed unfavourable by the Client, without prejudice to the amounts already paid to Wethod as Fee, the same shall have the right to immediately withdraw from the Agreement by registered letter with advice of receipt or company certified email.

## 15. Communications

- 15.1 Subject to Wethod's addresses specified elsewhere herein, the Parties acknowledge and agree that their mutual communications and shipments contemplated or requested under this Agreement as well as all communications and shipments relating to this Agreement involving the Parties, shall be made in writing and sent to the following addresses:

As to Wethod:

*Address:* Via Sile 41, 31056 Roncade (TV)

*Email:* [info@wethod.com](mailto:info@wethod.com)

*Certified email:* [wethod@legalmail.it](mailto:wethod@legalmail.it)

As to Client:

*Address:* Registered Office of the Client specified upon registration

*Email:* Email address of the Client specified upon registration

*Certified email:* Certified email of the Client specified upon registration

## 16. Personal data processing

- 16.1 Each Party hereby acknowledges that in the framework of the stipulation and performance of this Agreement, any information or data subject to protection pursuant to Italian Legislative Decree n. 196 and subsequent amendments and supplements of 30 June 2003 (the "Privacy Code") as well as the Regulation (EU) 679/2016 (the "GDPR") are and may be exchanged between the Parties – and retained by the Party which from

time to time receives them to fulfil its organizational purposes related to the best management of its contractual relationship.

- 16.2 With reference to such information and within the scope of the performance of this Agreement, the Parties undertake to comply with all laws concerning personal data processing, including the Privacy Code and the GDPR, as well as every decision adopted by any public personal data protection authority.
- 16.3 The Client by separate deed of appointment attached as Annex 3 to this Agreement, of which it is an integral part, appoints Wethod as its Data Processor in relation to personal data, also of third parties, collected and processed in performing this Agreement, assigning to Wethod, in its capacity as data processor, the tasks and responsibilities envisaged by Article 29 of the Privacy Code and by Article 28 of the GDPR. In performing this Agreement, Wethod shall fulfil all the obligations established by the deed of appointment of the Data Processor.
- 16.4 In relation the processing by Wethod of the data of the Client and, where applicable, of its employees, collaborators and subjects involved in the performance of the Agreement, as well as of the data of third parties contained in the project documents and related to project development, Wethod provides information on the processing of personal data available here. The Client undertakes under its full and exclusive responsibility to provide said information to every employee and/or collaborator and/or any other subject involved in the performance of the Agreement and whose data may be notified to Wethod for the purpose of stipulating and performing this Agreement.

## **17. Continuance in effect**

- 17.1 The Parties acknowledge and agree that this Article as well as the other Articles and Paragraphs indicated hereinafter shall continue to be valid and effective between the Parties even after the expiration, termination of or withdrawal from this Agreement and the License for any reason whatsoever: 1, 2, 3.8, 4.2, 4.3, 9.2,9.3, 9.5, 9.6, 10.2, 10.3, 10.4, 11, 12 and 19.
- 17.2 Subject to foregoing, the Parties also acknowledge and agree that all the provisions hereof that, for the purpose of giving full effect to their meaning, need to remain in force after the expiration or termination of the Agreement, shall remain in full force.

## **18. Miscellaneous and final provisions**

- 18.1 The Parties acknowledge and agree that what is provided for hereunder corresponds to the entirety of their agreements, any other agreement not transposed herein being null.
- 18.2 This Agreement cancels and replaces any other previous agreement between Wethod and the Client relating to the Platform, the Software and the SaaS Services and is the last and full expression of the agreements reached between the Parties on such subject-matter. No amendment, marginal note or clause added to the Agreement or the License shall be valid and effective between the Parties unless it is specifically and expressly approved in writing by both Parties. In case of special agreements with the Client, these shall be made in writing and shall be an addendum hereto.
- 18.3 Any tolerance by any of the Parties of any conduct held by the other Party in breach of any of the provisions of this Agreement or of the terms of the License shall not be deemed as a waiver of the rights deriving from the breached provision or of the right to claim the proper fulfilment of all the provisions of this Agreement and of the License.
- 18.4 The failed or late exercise of a right pertaining to a Party pursuant to this Agreement and/or to the License shall not be deemed as a waiver thereof.
- 18.5 The ineffectiveness and/or invalidity, full or partial, of one or more terms and clauses of the Agreement and/or of the License shall not cause the invalidity of the other terms and clauses that shall be deemed fully valid and effective.



- 18.6 This Agreement and the License are not and shall not be interpreted as a subordinate employment, company, agency, mandate or any other relationship of any kind between the Parties other than the one expressly envisaged in the same and shall not result in any association, joint venture or partnership, or any other interdependent relationship between the Parties, and in no case shall any of the Parties be held liable for the actions, representations or omissions made by the other Party. Each Party shall therefore maintain its own identity as autonomous contracting party, and undertakes not to stipulate any contract, agreement, give guarantees, make representations or constitute obligations, explicit or implicit, on behalf of the other Party.

## **19. Applicable law and competent court**

- 19.1 The provisions contained herein are governed by the Italian Laws.
- 19.2 Any dispute relating to the validity, effectiveness, interpretation and performance of this Agreement and/or of the License, or otherwise related to the Agreement and/or to the License, shall be submitted:
- (i) if the Client is not a Consumer: to the Court of Milan, having exclusive jurisdiction, as expressly agreed between the Parties;
  - (ii) if the Client is a Client-Consumer: to the Court of the city of residence or elected domicile of the Client-Consumer, having jurisdiction.

## **ANNEX 1**

**Agreement for software use for offline clients (where stipulated)**

## ANNEX 2 (ANNEX SAAS SERVICES)

### SaaS Services and Platform technical requirements

The Wethod platform is described based on the breakdown in five main areas: Desk, CRM, Projects, Insight, Financials. In addition it has three other areas relating to the system adoption: Settings, Learning Center, Account.

#### 01. DESK (may be activated for each subscription plan)

The desk is the space dedicated to each user, where there are a set of utilities and widgets for the personal management of activities, notices, memos, files and invoices.

#### 02. CRM (may be activated for each subscription plan)

The area Customer Relationship Management includes customer relationship management activities. More specifically, it features the following modules:

- DEALFLOW: this is the section that represents the business opportunity flow
  - BASKET: it is the module dedicated to idea management and potential new projects
  - PIPELINE OPPORTUNITIES: this is the section providing more details about the opportunities under development and implementation.
- CLIENTS: this is the section dedicated to client management.
  - CLIENT LIST: it is the module that includes the client list from which it is possible to access each client data sheet to have more specific information relating to personal data and activities with the client.
  - CONTACTS: it is the module that includes the contact list from which it is possible to access each contact data sheet to have more specific information relating to personal data and activities with the client contact.
- REVENUES: this is the section dedicated to turnover objectives per client.
  - TARGET: it is the module that allows to estimate the revenue objective per client

#### 03. PROJECTS (may be activated for each subscription plan)

Projects is the area dedicated to project operation and, more specifically, features the following sections:

- PROJECTS: this is the section dedicated to project management
  - PROJECT LIST: it is the module that includes the list of all awarded projects, including the relevant key information and from which you access project management tools (Budget, Canvas, Project Report, Invoice Plan, Timeline)
- PLANNING: this is the section that includes all modules for resource and production planning.
  - PEOPLE ALLOCATION: it is the module that presents the resource planning overview, where people to allocate to projects are filtered and from which the profile of each employee (Profile) is accessed
  - PRODUCTION PLAN: it is the module where the project value percentage estimated to be produced every month is expressed

- HEATMAP: it is the module that presents the resources allocated over time to each project
- FRIDAY! : this is the section relating to weekly progress and time tracking.
  - TIMESHEET: it is the module where each employee enters the hours and days worked on each project during the week
  - PROJECT STATUS: it is the module where the Project Manager weekly updates the progress reached for each project for which the same is responsible
- WALLET: this is the section that includes invoices, orders, suppliers and travels
  - INVOICES: it is the module that lists all invoices issued, to be sent and already paid
  - ORDERS: it is the module that lists all orders created, sent and confirmed.
  - SUPPLIERS: it is the module that contains the list of suppliers and from which access may be made to the data sheet of each of them including detailed information (Suppliers Details)
  - TRAVELS: it is the module to manage requests for travels
- TOOLBOX: this is the section dedicated to the tools facilitating the operations
  - BUDGET TEMPLATE: it is the module that contains the templates for the creation of budgets with like features

#### **04. INSIGHTS (may be activated for each subscription plan)**

Insights is the area dedicated to the project portfolio management, to the monitoring and assessment of the company performance

- OVERVIEW: this is the section that offers a periodical overview of the company performance
  - WEEKLY BRIEFING: it is a weekly report that provides an in-depth overview of the company sales and operations
  - MONTHLY BRIEFING: it is a monthly report that provides an overview of the key results in terms of company sales, operations and cash flow data
  - MAIN DASHBOARD: it is a customizable module dedicated to the monitoring and control of the company performance through the selection of specific widgets (Revenue Clock, Invoices, Budget Consumption, Revenue Progress, Alert Overview, Roadrunner Index)
- SALES: this is the section that includes all aggregate data concerning the company production and performance
  - SALES PIPELINE: it is the module that reports aggregate company revenue data by probability, client, type of project, group of type of project, metadata.
  - SALES PERFORMANCE: it is a report providing an overview of the production value on annual projects, including lost and outstanding projects.
  - BACKLOG: it is a report showing information and estimates about production based on the weekly performance
  - PROGRAMS: it is the module that includes the list of company programs, i.e. projects consolidated by theme, strategy or client.
- OPERATIONS: this is the section that includes all aggregate data concerning the company operations and performance
  - PRODUCTION VALUE: it is the module that offers an overview about the performance of the company operations during the year, providing specifications relating to the production of projects and per client, over the months and weeks.

- CONSUMPTION VS STATUS: it is the module that aggregates the information of all projects in terms of resources and time spent for each project, providing a summary chart on the sustainability of the project portfolio.
- TIMESHEET SUMMARY: it is the module that provides a monthly or weekly summary of the hours worked according to the different project categories.
- WEEKLY TIMESHEET: it is the module that provides a weekly summary of the hours worked for each employee in the projects belonging to different categories.
- FINANCE: this is the accounting reporting section
  - INVOICED VS STATUS: it is a report that provides a graphic overview of the project' progress vs the percentage of the project value which has already been invoiced.
  - INVOICE PLAN: it is the module regarding the annual project portfolio invoicing plan.
  - ORDER PLAN: it is the module regarding the annual project portfolio order plan.
- LOG: this is the section that records the changes to some project elements
  - PROJECTS: it is the module that lists the updates on the status of each project and opportunity in a temporal order.
  - BUDGETS: it is the module that lists the changes to the budget of each project in a temporal order.
  - PROJECT & TEAM REVIEW: it is the module that lists the project review and project team requests made by users.

## **05. FINANCIALS**

Financials is the area dedicated to accounting.

- COMPANY: this is the section relating to the accounting and financial data of the individual company.
  - PROFIT & LOSS: it is the module that provides the profit & loss account projection as well as budget objectives in a given period of time, including any variation.
  - REVENUE: it is the company revenue statement
  - EXTERNAL COSTS: it is the company external cost statement
  - PAYROLL: it is the company payroll statement
  - G&A: is the general & administrative cost statement
  - MARKETING: it is the marketing cost statement
  - CAPEX: it is the capitalized project statement
- GROUP (that may be activated separately) is the section relating to accounting and financial data of the group, or holding, deemed as group of subsidiaries.
  - PROFIT & LOSS: it is the module that provides the aggregate projection overview of the profit & loss account of the different group companies, of the differences between projected income and expenditure, as well as of the budget objective.
  - REVENUE: it is the aggregate revenue statement for the various group companies relating to the company revenues
  - INVOICE PLAN: it is the module regarding the aggregate annual invoicing plan of the various group companies.
  - WEEKLY BRIEFING: it is a weekly report that provides an in-depth overview of the group sales and operations.
  - MONTHLY BRIEFING: it is a monthly report that provides an overview of the key results in terms of group sales, operations and cash flow data.

- SET UP: it is the module dedicated to the set-up of the group account, of the relevant organization chart and of the client clusters.

## **06. SETTINGS**

Setting is the area dedicated to the set-up of the company account

- TEAM: this is the section that allows to manage the team and invite other members to collaborate on the platform.
- COMPANY: this is the section that includes all platform, company and working environment customizations.
- ACCOUNT: this is the section relating to one's personal account and to payment data
- PERMISSIONS: this is the section relating to the setting of all authorisations for access and modification within the platform.
- RULES ENGINE: for the setting of automation rules
- ALERT ENGINE: this is the section for the activation and customization of alerts.

## **07. LEARNING CENTER**

- SUPPORT: this is the page that describes all the sections and functions of the platform
- PLAYGROUND: this is the demo working environment, with dummy data, available to each user.

## **08. ACCOUNT**

- PROFILE: personal profile page, with personal data and activity and performance KPIs.
- SWITCH COMPANY
- LOGOUT



## **ANNEX 3**

# Agreement of appointment of Data Processor

16 February 2021

The legal entity or the self-employed professional identified as client in the Order Form (the “**Data Controller**” or the “**Client**”),

## **WHEREAS**

- A. Wethod is an innovative start-up operating in the project management sector, investing in the creation of a planning culture hinged on (i) a distributed responsibility management system and (ii) an integrated business intelligence system, highly efficient in producing information. In this framework, Wethod developed a management software – also called “Wethod” and accessible through an online platform at <https://www.wethod.com/> – capable to provide users, consumers and B2B, with an efficient, streamlined and intuitive management of projects, allocation of resources and budget through a system which encourages the autonomy of all members of the organization at every level and gives updated feedbacks about the state of “health” of each project, the productivity value and the estimates regarding the achievement of the established objectives;
- B. The Client is a legal entity, self-employed professional or consumer and intends to use the services provided by Wethod (the SaaS Services, as defined under the Agreement) for the purpose of improving the management, organization, planning and allocation of resources within its organization/firm and, in general, and improving the efficiency of internal management processes;
- C. The Client entered into a SaaS license agreement (the “**Agreement**”) – of which this agreement of appointment of Data Processor (the “**Deed**”) is integral and substantial part as Annex 3 – pursuant to which Wethod will deliver, through the software as per the foregoing recital A (the Software, as defined under the Agreement), the services relating to **(a)** the upload, download, organization, management, classification, creation, modification, saving of data, contents and attachments of files; **(b)** the share of such data and, in general, of the contents of the User Database with other Users according to their Authorisation Levels; and **(c)**, in case of subscription of the so-called “group profiling”, the share and aggregation of the data relating to one’s own company and the companies being part of the “group profiling”, that can be performed by the Software and used by the Client through the authenticated access to the Platform, differentiated by quantity, quality and time based on the Subscription Plan chosen and selected by the Client (the SaaS Services, as defined under the Agreement);
- D. The use of the Software and the presentation of the SaaS Services involve the Processing by Wethod of Personal Data owned by the Client and, in general, all that is contained in the database loaded by the Client in the Software (the User Database, as defined under the Agreement); and
- E. The Client believes that Wethod has sufficient guarantees to adopt appropriate technical and organizational measures in order that the Processing of Personal Data (as defined hereinafter) meets the requirements established by the legislation on personal data protection and guarantees the protection of the rights of the Data Subjects (as defined hereinafter);

**ALL THAT BEING SAID, THE DATA CONTROLLER APPOINTS**

**WETHOD S.R.L.**, with registered office in Roncade (TV), 31056, Via Sile n. 41, Tax Code and VAT Number 04732090263, as data processor pursuant to article 28 of the GDPR (as defined hereinafter) in accordance with the Agreement, according to the restrictions and terms specified hereinafter ("**Wethod**" or "**Data Processor**").

## **1. Definitions**

1.1. In addition to what is otherwise expressly defined herein, the following terms, with capital letter, shall have the meaning attributed thereto in this Article:

- "**Personal Data**" means any information concerning the Data Subject (as defined hereinafter).
- "**Special Categories of Data**" means Personal Data revealing the racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, as well as genetic data, biometric data having the purpose to uniquely identify an individual, data concerning health or sex life of the Data Subjects (as defined hereinafter).
- "**Personal Data Protection Authority**" means the Italian Personal Data Protection Authority.
- "**GDPR**" means the Regulation (EU) 2016/679 ("**GDPR**").
- "**Designated Persons**" means any individual authorised and instructed to perform Personal Data processing activities under the authority of the Data Processor and/or its Data Subprocessors, if any (as defined hereinafter).
- "**Data Subjects**" means the individuals identified or identifiable to whom Personal Data is referred (an individual who can be identified, directly or indirectly, with particular reference to any identification data like name, ID number, data relating to the place, an online ID or to any or more elements typical of the individual's physical, physiologic, genetic, psychic, economic, cultural or social is considered identifiable);
- "**Processing**" means any operation or set of operations, made with or without the assistance of automated processes and applied to Personal Data or sets of Personal Data, as collection, registration, organization, structuring, retention, adaptation or modification, retrieval, consultation, use, communication through transmission, dissemination or any other form of disclosure, comparison or interconnection, restriction, erasure or destruction;
- "**Sub-processor**" means a legal person, sole proprietorship or self-employed professional appointed by the Data Processor to carry out Personal Data Processing activities on behalf of the Data Controller; and
- "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed.

1.2. The singular terms used herein shall refer also to the plural and *vice versa*.

## **2. Purpose of the appointment as data processor**

2.1. Wethod undertakes to act as Data Processor for the purposes specified in the following Article 9 in accordance with the personal data protection legislation applicable from time to time as well as with the terms and instructions established hereunder.

### **3. Categories of Personal Data being Processed**

- 3.1. For the performance of the Agreement and for the purposes of this Deed, the Data Processor shall solely process the following categories of Personal Data:
  - (i) the Personal Data entered by the User Admin and by individual Basic Users upon registration of the respective Wethod accounts, *i.e.* name, last name, personal and/or company email and team name, where applicable;
  - (ii) all the Personal Data contained and/or retrievable from the User Database, including, *inter alia*: the personal and contact data of the resources allocated to single projects/activities, names and contact data of the clients of the Data Controller, names and contact data of the clients of the suppliers of the Data Controller and all other contents, of any kind and format, uploaded, entered, saved, managed, processed, stored, classified and developed by the Client on the Platform and through the Software, including the results of the activities relating to management, analysis, statistics, resource allocation, performance and reporting concerning projects relating to the SaaS Services.
- 3.2. Without prejudice to the provisions of the following Article 11, as well as to sections 9.3(x) and 13.4(ii) the Agreement, subject to a prior written request by the Data Controller, the Data Processor undertakes to update, change, correct or erase the processed Personal Data in the shortest time possible and, in any case, within 15 (fifteen) days.

### **4. Categories of Data Subjects**

- 4.1. The Personal Data processed by the Data Processor specified in the foregoing Article 3 is exclusively referable to the following categories of Data Subjects:
  - (i) Wethod users (as better identified and defined in the Agreement);
  - (ii) any other third party subjects the data and/or information of which are contained in and/or retrievable from the User Database.

### **5. Data Processor's Obligations**

- 5.1. The Data Processor shall perform the obligations envisaged under the Agreement and hereunder. More specifically, the Data Processor shall:
  - (i) accurately follow the Data Controller's instructions and make solely the Personal Data Processing operations agreed with the Data Controller and indicated by the latter, and strictly necessary to perform the contract;
  - (ii) taking into account the nature, object, context, purposes of the Processing, as well as any risk to the rights and freedom of the Data Subjects, adopt the appropriate technical and organizational measures to guarantee a level of security adequate to the risk and, in any case, the integrity, the exactness of the Personal Data processed and the lawfulness of the Processing. In particular, in order to guarantee:
    - a. the encryption of Personal Data;

- b. the capability to permanently ensure the confidentiality, integrity, availability and resilience of Processing systems and services;
  - c. the capability to promptly restore the availability of Personal Data as well as the access to the same, in case of any physical or technical incident;
  - d. a procedure to regularly test, verify and assess the effectiveness of the technical and organizational measures adopted in order to guarantee the Processing security; and
  - e. other technical and organizational measures aimed at preventing any risk of destruction, loss or alteration of Personal Data, access to Personal Data by unauthorised subjects, use of Personal Data not compliant with the declared purposes of collection and/or any unauthorised use of the Data Used.
- (iii) guarantee to the Data Controller the possibility to follow up the requests for the exercise of the rights of Data Subjects, including, by way of example without limitation, the right to access the Personal Data concerning them, the right to rectification, the right to erasure (or right to be forgotten), the right to restriction of processing, the right to portability, the right to opposition, the right not be subject to decisions based on an automated decision-making process;
- (iv) identify on a name basis in writing the Designated Persons, procure that the same adhere to the instructions provided by the Data Controller and also guarantee that – with reference to Personal Data processed by the Data Processor on behalf of the Data Controller – the Designated Persons are bound by the confidentiality obligations established under the Agreement, with regard to Confidential Information (as defined under the Agreement);
- (v) based on the information available to it and following reception of a written request by the Data Controller, assist the latter in performing the obligations envisaged by the applicable personal data protection legislation, with special reference to the implementation of technical and organizational measures, to the performance of the activities required as a result of a Personal Data Breach, as well as to the execution of an impact valuation on Personal Data protection;
- (vi) make available to the Data Controller all the information requested by the same to prove the fulfilment of the obligations envisaged by the personal data protection legislation applicable from time to time;
- (vii) make available to the Data Controller all the information requested by the same to prove the fulfilment of the obligations envisaged by the personal data protection legislation applicable from time to time; and
- (viii) contribute to the review activities, including any inspections, made by the Data Controller and/or by any other subject authorised by the same.

## 6. Record of processing activities

- 6.1. The Data Processor shall create and prepare a record of processing activities carried out on behalf of the Data Controller pursuant to Article 30, Paragraph 2, of the GDPR (the "Record").
- 6.2. The Data Processor undertakes to maintain the Record separate from any other registers kept or, alternatively, to report in its record of Processing activities any Processing made on behalf of the Data Controller separately from any other Processing made as data controller or data processor.
- 6.3. Upon request by the Personal Data Protection Authority, the Data Processor shall promptly provide copy of such Record.

## 7. Processing of Personal Data to Third Countries

- 7.1. Without prejudice to what is provided for under the following article 8.1, the Data Processor shall carry out the data Processing by using servers located within the European Union, avoiding any transfer to Non-EU third countries.
- 7.2. Subject to the above, the transfer of Personal Data processed by the Data Processor on behalf of the Data Controller is allowed in case of a European Commission adequacy decision.

## 8. Appointment of Data Sub-processors

- 8.1. The Data Controller hereby authorises the Data Processor to use the subjects specified in the table below as Data Sub-processors:

<i><b>Provider</b></i>	<i><b>Processing</b></i>	<i><b>Place of Processing</b></i>	<i><b>Information on data processing</b></i>
Stripe, Inc.	<i>Online payment services</i>	US: CALIFORNA, San Francisco	<a href="https://stripe.com/it/guides/general-data-protection-regulation-">https://stripe.com/it/guides/general-data-protection-regulation-</a>
The Rocket Science Group LLC (i.e. Mailchimp)	<i>Newsletter sending services</i>	US and the Countries in which Mailchimp, its affiliated companies or its subsidiaries perform processing operations	<a href="https://mailchimp.com/help/mailchimp-european-data-transfers/">https://mailchimp.com/help/mailchimp-european-data-transfers/</a>
Amazon Web Services, Inc.	<i>Storage, retention and classification services</i>	US and other Countries	<a href="https://aws.amazon.com/compliance/data-privacy-faq/">https://aws.amazon.com/compliance/data-privacy-faq/</a>



Intercom, Inc.	<i>Platform of Chatbot and exchange of communications services</i>	US: CALIFORNA, San Francisco	<a href="https://www.intercom.com/legal/privacy">https://www.intercom.com/legal/privacy</a>
DocuSign	<i>Contract management services</i>	US: CALIFORNA, San Francisco	<a href="https://www.docusign.com/company/privacy-policy">https://www.docusign.com/company/privacy-policy</a>

Each Sub-Processor will process Personal Data, on behalf of Wethod, in compliance with the European legislation on the matter in order to guarantee an adequate level of protection for the transfer of Personal Data to the United States and other non-EU Countries. In this respect, the aforementioned Sub-processors adopted conformity measures for the international transfer of data – applicable to all affiliated and/or subsidiary companies of each Sub-processor worldwide that process the personal data of EU Data Subjects – based on the typical EU contractual clauses (SCC, Standard Contractual Clauses), implemented strict technical and organizational measures to protect the data confidentiality, integrity and availability while continuing in any case to respect the principles of the previously applicable *framework* of the so-called Privacy Shield (of which it obtained the certifications within the scope of the EU-US and EU-Swiss Privacy Shield).

- 8.2. Subject to the above, the Data Processor may appoint further data sub-processors subject to prior notice to the Data Controller. In such cases, the Data Processor shall select sub-processors among subjects who, due to their expertise, capacity and reliability, provide enough guarantees to implement adequate technical and organizational security measures, in order that the Processing meets the requirements of the legislation applicable from time to time and guarantees protection of the rights of Data Subjects also pursuant hereto. In addition, all sub-processors shall respect the same obligations contained herein by virtue of an appointment agreement substantially in line herewith.
- 8.3. In the event that any Sub-processor fails to perform its obligations envisaged in the appointment agreement as per the foregoing Paragraph 8.2, the Data Processor shall continue to be entirely responsible to the Data Controller for the performance of the Sub-processor's obligations.

## **9. Purposes of Processing by Data Processor**

- 9.1. The Data Processor, within the limits envisaged under the Agreement and hereunder, shall process Personal Data on behalf of the Data Controller for the following purposes:
  - (i) performance of SaaS Services, i.e. upload, download, organization, management, classification, creation, modification, saving data, contents and attachments of files; share of such data and, generally, of all that is contained in the User Database with other Users based on their Authorisation Levels; and, in case of subscription of the so-called "*group profiling*", share and aggregation of the data relating to one's company and to the companies being part of the "group

profiling”, that can be performed by the Software and used by the Client through the authenticated access to the Platform, differentiated by quantity, quality and time based on the Subscription Plan chosen and selected by the Client; and

- (ii) retention and storage of the Client Database;
- (iii) sending to the Client technical-operational and service communications, regarding updates, changes or technical adjustments of the Software.

9.2. It is hereby agreed that personal data associated with the purposes as per the foregoing Paragraph 9.1 shall be visible exclusively to the Client that processes it as data controller; Wethod shall process such data exclusively on behalf of the Client and only storing and recording it to allow the full use of the SaaS Services by the Client.

## **10. Term of the Deed**

10.1. This Deed shall be effective starting from the date of its stipulation and for the entire Term of the Agreement (as defined thereunder), subject to revocation by the Data Controller pursuant to Article 11 below.

10.2. Upon expiration, termination of or withdrawal from the Agreement for any reason whatsoever, the Deed shall automatically terminate its effects, without any notice.

10.3. Upon expiration of the Agreement or in case of revocation as per Article 11 below, the Data Processor shall return to the Data Controller all the materials – of any kind whatsoever and in any form – containing Personal Data to which it may have had access and that have been delivered to the same in performing the Agreement. Without prejudice to the provisions of sections 9.3(x) and 13.4(ii) of the Agreement, the Data Processor shall also erase any Personal Data processed on behalf of the Data Controller from its files and/or folders, and the relevant copies in digital and/or paper format, except for all Personal Data the retention of which is requested by the law applicable from time to time.

## **11. Data Controller’s rights and obligations**

11.1. The Data Controller may request information from the Data Processor and make reviews for the purpose of assessing the technical, organizational and security measures adopted by the Data Processor, in order to verify that the Data Processor acts in compliance with the obligations envisaged hereunder and under the personal data protection legislation applicable from time to time.

11.2. If, following the audit activities as per the foregoing Paragraph 11.1, the Data Controller believes on the basis of founded written reasons previously notified to the Data Processor that the warranties mentioned in Recital C hereof are no longer applicable, and/or ascertains any breach by the Data Processor of the obligations envisaged hereunder, the Data Controller may revoke the Data Processor mandate with immediate effect.

## **12. Fee**

12.1. The Fee (as defined and agreed under the Agreement) includes the services inherent to the Data Processor qualification; therefore the Data Processor shall not have any the right to make any claim in this respect.

## **13. Personal Data Breach**

13.1. In the event of a Breach of the Personal Data processed by the Data Processor on behalf of the Data Controller, also as a consequence of the conduct of any Sub-processors, the Data Processor undertakes to:

- (i) inform the Data Controller without any unjustified delay; and
- (ii) prepare and update a record describing the type of any Personal Data Breach occurred, the Data Subjects involved, the possible consequences as well as the security measures implemented, also in agreement with the Data Controller, in order to limit the negative effects of the event and restore the situation existing before any such breach.

## **14. Liability**

14.1. The Data Processor shall be liable to the Data Controller – also for any fact related to its Designated Persons – for any delay and/or inexact or failed performance of the obligations hereof.

14.2. The Data Processor shall also be exclusively liable for any breach of the personal data protection legislation applicable from time to time, that may occur for any reason attributable to the same and as a consequence of the non-compliance with the instructions provided by the Data Controller in this Deed and in the Agreement, pursuant to and within the limits envisaged by the applicable law.

14.3. In the event that the Data Processor determines the purposes and means of Personal Data Processing, in breach of the obligations envisaged hereunder, the same will be considered a data controller.

## **15. Communications**

15.1. The mutual communications contemplated or requested hereunder, as well as all communications between Data Controller and Data Processor in relation hereto, shall be made in writing and addressed to the addresses specified below or to any different address that Data Controller and Data Processor reserve the right to provide to each other.

### ***As to Data Controller***

<b>Address:</b>	Registered Office of the Client specified upon registration
<b>Email:</b>	Email address of the Client specified upon registration

<i>Certified email:</i>	Certified email of the Client specified upon registration
<b>As to Data Processor</b>	
<i>Address:</i>	Via Sile 41, 31056 Roncade (TV)
<i>Email:</i>	<a href="mailto:info@wethod.com">info@wethod.com</a>
<i>Certified email:</i>	<a href="mailto:wethod@legalmail.it">wethod@legalmail.it</a>

## **16. Applicable law and competent court**

16.1 This Deed is governed by the Italian laws.

16.2 Any dispute arising in relation to the performance, interpretation and/or application hereof shall be submitted to the court of Milan, having exclusive jurisdiction.

## **17. Miscellaneous**

17.1 Any amendment hereto shall not be valid unless it is made in writing and signed by the authorised representatives of the Data Controller and Data Processor.

17.2 In case of conflict between this Deed and the Agreement, this Deed shall prevail over the provisions relating to Personal Data Processing contained in the Agreement.