

These Conditions of Supply, together with the documents referred to in Art. 3 below, govern the contractual relationship for the issuance of the Certificate that is finalised between Actalis S.p.A., with head office in Ponte San Pietro (BG), via San Clemente n. 53, VAT number 03358520967, and the Customer.

1. DEFINITIONS

Without prejudice to the other definitions included in the CPS, the terms listed below have the following meanings:

Actalis: the company Actalis S.p.A., with VAT and company no. 03358520967, with registered offices in Ponte S. Pietro (BG), 24036, Via S. Clemente n. 53, a Trust Service Provider accredited by AgID, which issues the Certificate.

AgID (formerly DigitPA): Agenzia per l'Italia Digitale (Agency for Digital Italy).

Code Signing Certificate: Certificate used to verify the integrity and authenticity of executable software digitally signed by the Owner.

SSL Server Certificate: Certificate used to verify the identity and authenticity of a website (or other type of server) and to enable encryption of communications between the browser and the web server via the SSL/TLS protocol.

Certificate: the SSL Server or Code Signing Certificate issued by Actalis.

Private Key: element of the asymmetric key pair of the Owner of the Certificate, available only to the Owner itself.

Public key: element of the asymmetric key pair of the Owner of the Certificate, made public through the same Certificate.

Customer: the natural person or legal entity, or another type of company or entity, possessing a VAT registration, identified in the Form, within the scope of the professional activities thereof, on his/her/its own behalf or that of another Titleholder by which he/she/it has been specifically authorized, asks Actalis to issue the Certificate.

Conditions: these Conditions of Supply, published on the website

<https://www.actalis.it>.

Contract: the entirety of the documents referred to in Art. 3.

CPS (Certification Practice Statement): document available on the website <https://www.actalis.it>, section "SSL Server and Code Signing Certificates", which describes the procedures and rules applied by Actalis in performing the Service of Certification.

Email address: the email address indicated in the Form and used by Actalis to send the Customer communications relating to the Certificate.

Confidential information: (i) information about Actalis and considered or classified as reserved and/or confidential information by it of which the Customer has been aware for any reason related to the application of the Contract and/or (ii) information about Actalis that, by its nature, content or the circumstance in which it is revealed, would normally be considered as such. In this regard, the confidential information of Actalis includes but is not limited to all the performance, features, configurations and technical information of the Service, estimates, audit and security reports, as well as the product development plans.

Form: the order Form, fully compiled online by the Customer and sent to Actalis, constituting a contractual proposal, formalises the request for issuance of the Certificate.

Parties: Actalis and the Customer.

Relying Party: whoever relies on the Certificate for, including but not limited to, providing information to the Owner of the Certificate and/or using the information or resources obtained from the Owner of the Certificate.

Service: the Service of issuing the Certificate by Actalis to the Customer in accordance with the Contract.

Technical specifications: the information published on the site www.actalis.it, in the section dedicated to the Certificate containing the technical characteristics of the same.

Owner: the party identified in the Subject field of the Certificate.

2. SUBJECT OF THE CONTRACT

2.1 The subject of the Contract is the issuance to the Customer of the Certificate with the technical specifications, of the type and in the manner set out in the Form and in the Technical Specifications of the Certificate.

2.2 If the Customer, with prior authorisation, uses and/or requests the Certificate in the name of and on behalf of the Owner it is its clear obligation to do

what is necessary so that the said Owner also complies with the provisions of the Contract.

2.3 Any service additional to those under the Contract may be provided, subject to feasibility study, at the specific request of the Customer with terms, conditions and fees to be agreed.

3. STRUCTURE OF THE CONTRACT

3.1 The Contract that is executed as indicated in art. 4 below is comprised of the documents stated below, which in the event of a dispute shall be interpreted and applied based on the following order of precedence:

1) These Conditions of Supply

2) The Form

3) The Technical Specifications

4) The Certification Practice Statement - CPS

4. FINALISING AND DURATION OF THE CONTRACT

4.1 Sending the Form online implies full acceptance by the Customer of these Conditions and constitutes a contractual proposal in accordance with Art. 1326 of the Italian Civil Code to Actalis, which is free to accept or reject the proposal. If accepted, the Contract is finalised and enters into force with the issue of the Certificate.

4.2 The Contract is valid until the expiration date of the Certificate as indicated in the "validity" field of the same. In case of renewal of the Certificate, the validity of the Contract is extended until the date of expiration of the renewed Certificate.

4.3 In every case the Contract is deemed terminated as a result of the revocation of the Certificate for whatever reason.

4.4 In the absence of acceptance of the proposal sent by the Customer and in any case of non-issuance of the Certificate, Actalis shall immediately notify the Customer of the same without being obliged to provide any reason for such.

The Customer acknowledges and agrees not to make any claim for reimbursement and/or recompense and/or damages compensation, or claims of any kind in the absence of acceptance of the proposal and in any case for failing to issue the Certificate.

4.5 The Customer, by sending the Form, acknowledges and agrees that it enters into a Contract whose only valid and effective version is that in Italian, while other versions provided by Actalis in any other foreign language are made available purely out of courtesy.

5. FEES

5.1 The fee payable for the Certificate is indicated on the Form.

5.2 The Customer acknowledges and agrees that the Certificate may be revoked with immediate effect if the payment of the fee is for any reason invalid or is revoked or cancelled by the Customer or is not executed, confirmed or credited for the benefit of Actalis.

5.3 In any case, the Customer cannot raise objections of any kind unless it has previously executed correctly the payment of any fee that may be due, providing upon request the necessary supporting documentation.

6. ACTIVATION AND DELIVERY OF THE SERVICE

6.1 The issue of the Certificate to the Customer is subject to the correct compilation of the form, the acceptance of these Conditions and positive verification of the activities described in the CPS. In case of negative verification of the activities described in the CPS Art. 4.4 will apply.

6.2 The procedures, terms and conditions for the issuance and revocation of the Certificate, as well as any restrictions linked to the Certificate itself, are indicated in the CPS, to which this refers.

6.3 The issue of the Certificate on the basis of the Contract does not make Actalis agent, fiduciary or representative of the Customer nor of the Owner of the Certificate.

7. REQUIREMENTS

7.1 The Customer acknowledges and agrees that to use the Certificate it must be equipped, at its own expense, with the hardware and software necessary for the purpose, assuming full responsibility for their functionality, compatibility and correct configuration. The Customer hereby releases Actalis from any liability for any configuration, functionality or compatibility problems of the hardware or software with respect to the Certificate.

7.2 The installation of the Certificate on the computer system of the Customer, if requested from Actalis under a separate written agreement, shall

be subject to prior verification by Actalis that the target platform is configured with standard Operating Systems on the market as well as the communication by the Customer of the logon credentials necessary to install the Certificate.

8. SERVICE AND SUPPORT LEVELS

8.1 The levels and procedures for Service delivery are indicated in the CPS, to which reference should be made.

8.2 Unless otherwise agreed by the Parties, the support service is provided by Actalis using the procedures, terms and contact details listed on the website www.actalis.it as well as by e-mail to assistenza@actalis.it.

9. CONFIDENTIALITY AND PROPERTY RIGHTS

9.1 The Customer hereby agrees not to disclose or make available in any way to third parties confidential information known or managed in relation to the execution and/or application of the Contract in the absence of specific written consent by Actalis.

9.2 The Customer is obliged to use the Service with respect to the intellectual and/or industrial property rights of Actalis as indicated in the Contract. The software like any other copyright or other intellectual property right is the exclusive property of Actalis and/or their licensors, so the Customer does not acquire any right or title thereto and can use the same only during the period of validity of the Contract.

9.3 In the case of licences provided by third-party suppliers through Actalis the Customer acknowledges having read their conditions and agrees to use the software in accordance with the procedures as indicated on the respective sites solely for its personal use. The Customer undertakes to accept and abide by the terms of the above-mentioned licences and declares to be aware of the fact that the Licences are between the Customer and the owner of the rights of copyright on them to the exclusion of any liability by Actalis.

9.4 Notwithstanding the above, Actalis and the Customer expressly agree that:

- a) The cryptographic key pairs are available to the Customer also when using the Certificate in the name and on behalf of the third-party Owner.
- b) The CPS, the Certificates, and the lists of revoked Certificates (CRL – Certificate Revocation List) published by Actalis are and remain the property of Actalis.
- c) With regard to the intellectual property of other data and information, reference should be made to the applicable legislation.

10. CUSTOMER'S OBLIGATIONS, PROHIBITIONS, AND RESPONSIBILITIES

10.1 The Customer's obligations are those indicated in the Contract. The Customer undertakes to use the Certificate in accordance with what is stated in the Conditions and the CPS, in accordance with the law, the regulations in force, ethics and public order. By way of example, but not limited to these items only, the Customer undertakes to:

- a) ensure that the data communicated to Actalis for the purposes of the issue of the Certificate is correct, up to date and truthful, and allows for clarification of its true identity. The Customer acknowledges and accepts that, should it have supplied false, outdated or incomplete data, Actalis reserves the right to suspend the Service, revoking the Certificate and/or to terminate the Contract, reserving the right to seek compensation for greater damages. It is understood that the Customer will not be able to make any claim against Actalis requiring reimbursement and/or redress and/or compensation for damages or claims of any kind for the time it has not had the benefit of the Service.
- b) keep with the maximum confidentiality the private key corresponding to the Certificate, being responsible therefore for guarding the same.
- c) use the Certificate only in the manner and for the purposes laid down by the CPS, depending on the type of Certificate granted to it.
- d) not use its own private key to issue Certificates of any kind.
- e) manage the Certificate with the utmost diligence and in particular:
 - (i) review the CPS before requesting the Certificate;
 - (ii) inform the persons authorised to use the Certificates on issues relating to their use, as indicated in the CPS;
 - (iii) install and use the Certificate only after checking that it contains correct information;
 - (iv) in the case of verified compromise of its private key, immediately request revocation of the Certificate and immediately cease the use of the same private key;

(v) in the case of compromise of the Certification Authority, immediately cease the use of the Certificate;

(vi) after registration and until the expiration or revocation of the Certificate, promptly notify Actalis of any variation to the information provided during registration;

(vii) cease any use of the Certificate after the expiry date thereof;

(viii) permanently remove the Certificate(s) from its server(s) at its expiration or in case of revocation;

(ix) permanently remove the Certificate(s) from its server(s) that is/are no longer in its possession.

- f) abstain from any violation of the systems or of network security that could result in civil liability and/or criminal prosecution.
- g) not to use the Certificate in such a way as to harm itself and/or third parties and/or Actalis.
- h) not to deposit, send, publish, transmit and/or share applications or computer documents at odds with or in violation of intellectual property rights, of trade secrets, trademarks, patents or other property rights of third parties or that harm, violate (or that attempt such) the secrecy of correspondence and the right to confidentiality.
- i) indemnify and otherwise hold harmless Actalis from any liability regarding the contents and all information published using the Certificate supplied.
- j) use the Certificate only for purposes authorised by law with a prohibition on, including but not limited to, publishing and/or sharing material:
 - (i) that violates or infringes intellectual property rights, trade secrets, trademarks, patents and other legal or customary rights;
 - (ii) whose contents offend against moral standards and public order so as to disturb public and/or private peace, cause offence or direct or indirect damage to anyone;
 - (iii) whose content includes child abuse, pornography or is obscene or otherwise contrary to public morality;
 - (iv) capable of infringing or attempting to infringe confidentiality or intended to damage the integrity of the resources of others or to cause direct or indirect damage to anyone (pirate software, cracks, key generators, serials, viruses, worms, Trojan horses or other harmful components).
- k) indemnify and hold harmless Actalis from any liability in case of complaints, lawsuits, administrative or judicial action, loss or damage (including legal costs and fees) arising from the illegal use of the Services by the Customer;
- l) execute without delay the instructions that it will receive from Actalis in the case of compromise of its private key or misuse of the relevant Certificate, within the maximum time specified in the CPS.

The Customer acknowledges and agrees that Actalis reserves the right to revoke the Certificate *without notice* if the same is used for unlawful purposes (e.g. phishing, man-in-the-middle, distribution of malware, etc.) or in violation of paragraph d) above.

The Customer acknowledges and agrees that Actalis is not required to check, mediate and/or monitor the content managed by the use of the Certificate and that no liability is attributable to Actalis in respect of such. The Customer therefore is obliged to indemnify and hold harmless Actalis from any claim or action brought by third parties for any violations committed by the Customer through the Service.

10.2 In case of violation of even one of the above obligations/commitments, Actalis has the right to intervene in the form and manner deemed appropriate to eliminate, where possible, the violation and its effects, and to suspend immediately and without notice the Service, reserving the right to terminate the Contract pursuant to Art. 15 below. The Customer acknowledges and accepts that it has no claim on Actalis by way of reimbursement and/or compensation and/or damages or claims of any kind for measures that it has deemed necessary to adopt. In any case, the Customer hereby assumes all responsibility for the violations described above and agrees to indemnify and hold harmless Actalis from any prejudicial consequence it may suffer.

11. RESPONSIBILITIES OF ACTALIS

11.1 Actalis guarantees to the Customer the supply and use of each Service on a 24/7/365 basis, in accordance with the provisions in the Contract, in particular in the Technical Specifications and in the CPS. Actalis assumes obligations

of means rather than results and does not guarantee that the Service ordered by the Customer will be perfectly suited to particular purposes or in any case to the requirements thereof.

11.2 Actalis' obligations and responsibilities vis-à-vis the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to Actalis, the same shall not be liable for any amount in excess of that paid by the Customer for the individual Service, as ordered or renewed, that is affected by the harmful event relating to the month in which said event occurred. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is henceforth expressly excluded.

Subject to the foregoing and with the exception of cases expressly provided for by law, under no other circumstances, for any reason and/or purpose whatsoever, shall Actalis be held liable vis-à-vis the Customer, or vis-à-vis other individuals, directly or indirectly connected or associated with the Customer, for direct or indirect damage, violation of the rights of third parties, delays, malfunctions, interruptions, total or partial, that may occur during the provision of the Service, if connected with, directly or indirectly, or resulting from:

- a) force majeure, accidental events, malfunctions of a technical nature that are completely unforeseeable and totally uncontrollable, actions by Authorities, natural disasters, catastrophic events (including but not limited to: fires, explosions, strikes, riots, etc.); and/or
- b) tampering or interference with the Service or equipment by the Customer and/or third parties not authorized by Actalis; and/or
- c) causes not attributable to Actalis; and/or
- d) causes attributable to the Customer and/or third parties.

11.3 In particular, Actalis shall not be liable for any disruptions arising from the Customer's failure to comply with the operational specifications contained in the CPS and with the provisions of this Contract or for any malfunctioning of the systems not attributable directly to the activities performed by Actalis itself.

12. WITHDRAWAL

12.1 The Customer may request the disablement of the Certificate on a date prior to the expiration date, but shall not be entitled to obtain a total or partial reimbursement of any fee paid.

12.2 Actalis reserves the right to withdraw from the Contract at any time, and without obligation to state reasons, by giving written notice to the Customer, with a minimum notice of 15 (fifteen) days, except if:

- (i) certain events occur from force majeure
- (ii) the Customer is in the register of defaulters, has been declared insolvent or has been admitted or subject to insolvency proceedings.

In such cases Actalis reserves the right to withdraw from the Contract immediately without notice.

It is understood between the Parties that from the effective date of withdrawal, at any time and without further notice, each Service will be deactivated.

In any case, any liability by Actalis for exercising the right of withdrawal and/or for the loss of use of the Service by the Customer or the consequent right of such to claim any other reimbursement and/or redress and/or compensation for damages and/or claims of any sort whatsoever is expressly excluded.

13. EXPRESS TERMINATION CLAUSE

13.1 Without prejudice to the provisions in other clauses of the Contract, the same shall be considered terminated with immediate effect, in accordance with and for the purposes of Art. 1456 of the Italian Civil Code, if the Customer:

- a) violates the obligations laid down in Art. 9 and 10 of the Conditions as well as the provisions laid down in the documents to which they refer
- b) carries out any illegal activity using the Services
- c) transfers all or part of the Contract to third parties without the prior written consent of Actalis.

13.2 Moreover, in case of failure to perform the obligations required by the Contract, Actalis reserves the right to send the Customer, at any time, in accordance with and for the purposes of Art. 1454 of the Civil Code, notice to comply within 15 (fifteen) days from receipt of the registered letter with advice of receipt or PEC (certified email) communication.

13.3 From the date of termination of the Contract occurring in the cases prescribed by the same, the Service will be deactivated without notice and the Certificates issued in favour of the Customer will be revoked.

13.4 In such cases, the Customer acknowledges and accepts that Actalis will not be required to make any reimbursement and/or redress and/or compensation for damages. Actalis will also be entitled to charge to the Customer any additional charges and/or expenses that it has had to undergo for or on account of the termination and/or breach which gave rise to it, in each case without prejudice to the right of the same to compensation for any further damages undergone.

14. CHANGES TO THE CONTRACT

14.1 The Customer acknowledges and agrees that the Service covered by the Contract is characterised by constantly evolving technology, for which reason Actalis reserves the right to modify, at any time and for the better, the technical and financial character of the same and of the tools related to it as well as the Conditions even after their acceptance, without such raising obligations of any kind towards the Customer. Software licensing costs when paid to the relevant licensees, via Actalis, will be adjusted automatically in the event of variation of prices by the licensee itself.

14.2 Should Actalis make technical or financial changes which are deemed to be detrimental or damaging in terms of performance and/or pricing or make changes to the contractual conditions in any part, the Customer shall be informed, in a durable medium, of said changes by email or publication on the website, <http://www.actalis.it>. The above-mentioned changes shall take effect 30 (thirty) days after the date of their communication, except for the changes to the financial terms of a Service governed by a Contract already executed as of the date thereof, which shall apply effective from the first renewal of the Service itself immediately following the changes. If the Customer does not wish to accept the aforementioned changes, including those concerning the fee, he/she/it may exercise, within the aforementioned time period, the right to withdraw from the Contract with written communication to be sent by registered mail with confirmation of receipt to Actalis S.p.A., Via San Clemente 53, 24036 Ponte San Pietro (BG). If the Customer fails to exercise the right of withdrawal within the terms and in the manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the same Customer.

14.3 Notwithstanding the above, Actalis may change the technical features, systems or resources as a result of the normal technological evolution of hardware and software components, guaranteeing the same functionality for the Customer.

14.4 Actalis reserves the right to make changes to the provisions of the CPS due to supervening technical, legislative and management requirements, which shall become effective with respect to the Customer 30 (thirty) days after the notice is published on the corporate website; furthermore, in such cases the Customer may exercise the rights provided for in paragraph 2 above.

15. FINAL PROVISIONS

15.1. The Contract annuls and supersedes all other previous agreement that may have occurred between the Parties on the same subject, and is the latest and entire expression of the agreements reached between them on such subject. No modification, note or paragraph added to the Contract shall be valid and effective between the Parties unless specifically and expressly approved in writing by both. In the case of special agreements with the Customer they must be in writing and will form addenda to the Contract.

15.2. In no case shall any breach and/or behaviour of the Customer contrary to the Contract be considered as exceptions to the Contract or tacit acceptance of the same, even if uncontested by Actalis. Any failure by Actalis to exercise or assert any right or provision of the Contract shall not constitute a waiver of such rights or provisions.

15.3. Unless expressly stated otherwise in the Contract, all communications sent to the Customer in relation to this contractual relationship shall be carried out by Actalis without distinction whether by hand, by email, certified or not, by means of registered mail with advice of receipt, regular mail or by fax to the addresses and/or contact details provided by the Customer in the order Form and, in consequence, the same will be considered received and read. Any change of address or contact details for the Customer including the email address indicated in the order Form not disclosed to Actalis with the procedure

laid down in the Contract will not be applied by the same.

15.4. Except for the cases specifically provided for in the Contract, all communications that the Customer wants to send to Actalis in relation to the Contract, including requests for assistance, should be sent to the contact details listed on the site www.actalis.it.

15.5. Any ineffectiveness and/or invalidity, total or partial, of any provisions of this Contract will not result in the invalidity of the others, which shall be considered fully valid and effective.

15.6. The Customer agrees not to assign the Contract to third parties without the prior written consent of Actalis.

15.7. Eventuali dispute e/o reclami in merito alla fornitura del Servizio possono essere comunicati a:

Actalis S.p.A. Via San Clemente n. 53 – 24036 Ponte San Pietro (Bergamo) tramite lettera raccomandata A.R., o inoltrati tramite ticket dal servizio di assistenza, entro e non oltre 7 (sette) gg. dal momento in cui si verifichi il fatto oggetto di disputa e/o reclamo. Actalis esaminerà la comunicazione e fornirà risposta scritta entro 30 (trenta) giorni dal ricevimento del medesimo. Nel caso di dispute e/o reclami per fatti di particolare complessità, che non consentano una risposta esauriente nei termini di cui sopra, Actalis informerà il Cliente entro i predetti termini sullo stato di avanzamento della pratica.

16. EXTENDED VALIDITY

This clause, the other clauses of the Conditions set out below as well as the provisions in the documents to which the said clauses refer will continue to be valid and effective between the Parties even after cessation or termination due to any cause or attributable to any Party:

1. Definitions
2. Subject of the Contract
3. Structure of the Contract
6. Activation and delivery of the Service
9. Confidentiality and property rights
10. Obligations, prohibitions and responsibilities of the Customer
11. Responsibilities of Actalis
15. Final provisions
17. Applicable Law and Jurisdiction

17. APPLICABLE LAW AND JURISDICTION

17.1 This Contract is governed exclusively by Italian law.

17.2 Italian Courts shall have exclusive jurisdiction to settle and decide upon any and every dispute relating to the interpretation, performance and/or application of the Contract.

17.3 The Court of Arezzo shall have sole jurisdiction to settle all and any dispute relating to the interpretation, performance and termination of this Contract.

18. PROCESSING OF PERSONAL DATA

18.1 The processing of the personal data disclosed by the Customer to Actalis for the purposes of the fulfilment of this Contract and the subsequent provision of the Service shall comply with Italian Legislative Decree 196/2003, with EU Regulation 2016/679, and with the privacy disclosure published by Actalis at <https://www.actalis.it/documenti-it/privacy-policy-actalis-spa.aspx>, which is made available to the Customer at certificate request time and by virtue of the Customer's consent to the processing of its personal data.

18.2 Actalis, during the collection, processing and management of the data necessary for the provision of the Service, is the data Controller according to the definitions in the Italian Legislative Decree. 196/2003 and in the EU Regulation 2016/679.