

TERMS OF SERVICE

THIS AGREEMENT is being made between **U-HOPPER S.R.L.**, VAT IT-02180630226, located in Malè, via Merano 8, ("**COMPANY**")

And

The Client ("**CLIENT**").

Together "the Parties"

1. DEFINITIONS

"Agreement" or "Customer Terms of Service" means these Terms and all materials referred or linked to in here.

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service.

"DPA" means the datumo Data Processing Agreement available [here](#).

"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data

or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

"Sensitive Information" means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of "special categories of data" under GDPR or any other applicable law relating to privacy and data protection.

"Subscription Service" means the subscription to the datumo service described [here](#).

"Subscription Term" means the period during which you have an account to access the Subscription Service.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

2. USE OF SERVICE

During the Subscription Term, the COMPANY will provide your Users access to use the Subscription Service. You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. The COMPANY grants the CLIENT a non-exclusive, non-transferable, time limited license to use the Subscription Service. CLIENT may not, however, modify the Subscription Service, incorporate it into other software, transfer, commercialize or sublicense it to any third party, in whole or in part, in any form, whether modified or unmodified.

3. PROHIBITED AND UNAUTHORIZED USE

The CLIENT will not use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

4. FREE SERVICES

The account creation and all features made accessible by default upon registration online are free to use. The COMPANY reserves the right to change this principle of gratuity at any time. In such a context, the COMPANY will notify each CLIENT of its new pricing policy, which will be effective at the end of the second month following the notification. (Example: notification on 10

June 2022, entry into force on 1 September 2022). This notification will be sent by e-mail to the address indicated by the CLIENT. Upon receipt, the CLIENT will benefit from a one-month reflection period at the end of which he/she must confirm to COMPANY, by return of email, that he/she agrees to the pricing policy. In the absence of such consent, this Agreement shall be considered terminated on the date of entry into force of the new pricing policy.

5. PROPRIETARY RIGHTS

This is an agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and the COMPANY retains all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us.

6. CONFIDENTIALITY

The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and except for your HubSpot Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by

law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

7. TERMINATION

The COMPANY may terminate this Agreement if the CLIENT is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from the COMPANY.

8. WARRANTIES

The CLIENT will indemnify, defend and hold the COMPANY harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against the COMPANY (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party to the extent that such Action is based upon or arises out of

- (a) unauthorized or illegal use of the Subscription Service by you or the Users,
- (b) your or your Users' noncompliance with or breach of this Agreement,
- (c) your or your Users' use of Third-Party Products, or
- (d) the unauthorized use of the Subscription Service by any other person using your User information.

The COMPANY will: notify the CLIENT in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

9. CUSTOMER DATA

The CLIENT owns and retains all rights to Customer Data. This Agreement does not grant the COMPANY any ownership rights to Customer Materials or Customer Data. You grant permission to the COMPANY to use the Customer Data only as necessary to provide the Subscription Service to the CLIENT and as otherwise permitted by this Agreement. If you are using the

Subscription Service on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

The COMPANY will not use Customer Data to contact any individual or company. The COMPANY will use Customer Data only in order to provide the Subscription Service to you and only as permitted by applicable law and this Agreement.

The COMPANY may collect information about you and your Users when you interact with the Subscription Service as permitted by the Agreement.

The COMPANY may, as permitted by this Agreement, use Customer Data in an anonymized manner for machine learning to support certain product features and functionality within the Subscription Service.

The terms of the DPA are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how the COMPANY will process Personal Data on CLIENT's behalf in connection with the Subscription Services. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA.

10. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted by the laws of Italy. Any dispute concerning or related to the interpretation and/or execution of the Agreement will be subject to the exclusive jurisdiction of the Court of Trento (Italy).

12. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of the COMPANY.