

TERMS AND CONDITIONS FOR THE USE OF OCTO SERVICES ON SFDC

2. Definitions

- 2.1. “**Administrator**” or “**Admin**” means the Customer named above which have signed this Agreement and with system administration duties.
- 2.2. “**Affiliate(s)**” means: with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual which: (a) is owned or controlled by such party, in whole or in part; (b) owns or controls such party, in whole or in part; or (c) is under common ownership or control with such party, in whole or in part.
- 2.3. “**Agreement**” means these terms and conditions and any exhibits, schedules and addenda hereto. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals and relevant acceptant exchanged between them, whether written or oral.
- 2.4. “**API Gateway**” means the Security Layer where are exposed all web services about Octo ecosystem (HK, Octoforce, etc.).
- 2.5. “**Bundle Service Package**” means the service packages between which the Customer can choose
- 2.6. “**Content**” means information obtained by Octo from the User and made available to Customer through the Services, as more fully described in the Documentation.
- 2.7. “**Customer**” means the company who accepts this Agreement and uses the Services
- 2.8. “**Customer Data**” means electronic data and information submitted by or for Customer to the SFDC Platform.
- 2.9. “**OCTO DriverMate in**” or “**DM in**” means the Octo smartphone app that communicates with Octoforce and HK and sent from Octo to the Prospect via email. DM in collects and cross checks specific sets of data, is able to analyse the licensee's driving behaviour, as well as any other useful information. In particular, “**DM in**” can automatically record the trip's commencement and termination, picking out the GPS by the second in order to record driving statistics (kms/miles driven, types of road, etc.), events which are the result of the Licensee's driving behaviour (sharp braking, sudden accelerations, cornering, vehicle speed) and which are supplemented by contextual data (traffic, weather, time of day). Based on its findings, “**DM in**” calculates a score for each trip, which then helps to calculate the licensee's overall score (the score has two subcategories: usage scores – contextual data and statistics; and driving behaviour scoring – events which are determined by driving. The overall score will allow the licensees to obtain advantage for his/her insurance policy. More specific information and details about the “**DM In**’s” features are provided within “**DM In**” itself.

- 2.10. “**Documentation**” means the applicable Service’s documentation, and its usage guides and policies, as updated from time to time.
- 2.11. “**Heroku**” or “**HK**” means the platform used to orchestrate communications between the Octo systems and the Customer app’s Engagement App Insurance.
- 2.12. “**IoT4I App**” means the app installed on the SFDC environment of the Customer through which data is exchanged between Customer and Octo.
- 2.13. “**Marketing tool**” means the Octo marketing tool where commercial campaigns are managed and created.
- 2.14. “**Octo**” means Octo Telematics S.p.A, a company validly existing under the laws of Italy, with registered office at Via Vincenzo Lamaro 51, 00173 Roma, Italy, registered at the Companies Register of Rome with the No 03499230963, Tax Code 03499230963.
- 2.15. “**Party**” means Octo or the Customer, as the case may be. “**Parties**” indicates collectively Octo and the Customer.
- 2.16. “**Salesforce Octoforce**” or “**Octoforce**” means the environment where Octo’s internal processes are managed.
- 2.17. “**Services**” means the software “Octo IoT4Insurance Application” installed as a managed package on Customer’s unique instance of the SFDC Platform and made available online via the SFDC Platform. “Services” exclude Content.
- 2.18. “**SFDC**” means Salesforce.com.
- 2.19. “SFDC Customer Instance” means Customer’s unique instance of the online platform provided by SFDC on which the Services are installed as a managed package.
- 2.20. “**User**” or “**Prospect**” means an individual who is a client of the Customer.
- 2.21. “**User Customer**” means an organization internal profile, enabled to access and use IoT4I App.

3. Octo Responsibilities

- 3.1. Octo will (a) make the Services and Content available to Customer pursuant to this Agreement, (b) provide applicable standard support for the Services to Customer (c) provide the Services in accordance with laws and government regulations applicable to Octo’s provision of its Services (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement and (d) process the Users’ personal data in order to provide the Services and/or the Content to the

Customer in accordance with the data processing agreement between Octo and the Customer (Exhibit 1).

3.1.2 *With reference to point (a) above, in particular, Octo will:*

Make the IoT4I App available as a managed package on Customer's unique instance of the SFDC Platform and made available online by SFDC via <https://appexchange.salesforce.com/>. The IoT4I App allows the Customer to revolutionise the insurance experience selecting and qualifying leads, increasing motor's portfolio quality and profitability

b) *Make the "OCTO DriverMate in" app available to Users meeting certain criteria in accordance with provisions set forth under Section 4.3 below.*

3.2. Octo is not responsible for any unavailability caused by circumstances beyond Octo's reasonable control, including, but not limited to, act of government, flood, fire, earthquake, civil unrest, act of terror, outbreak, strike or other labor problem (other than one involving Octo employees), Internet hosting or other third-party service provider failure or delay, or denial of service attack. Octo is not responsible for any violation of applicable laws and regulations caused by the Customer's failure to comply with, by way of example, data protection requirements, consumer protection obligations, etc.

4. Use of Services and Content

4.1 Admin Configuration.

4.1.1 IoT4I App initial configuration process. The Administrator will have access to an "Octo Setting" configuration page, which will allow him/her to set the core features of the app and activate it . The process will be structured as follows:

- If the app has not yet been activated for the first time, the Admin will have to complete some steps described below to activate the IoT4I App;
- If the configuration process has been completed and the IoT4I App is active, the "Octo Setting" page will display the various configuration sections containing the selected settings.

The information that the application is active, the data of the activated profile and the other configurations will be saved in dedicated "Custom Settings" (and appropriately protected), so as to be easily accessible by all the functionalities of the application. Only the Administrator will have access to those custom settings.

4.1.2. Authentication to Octo's Systems. A specific section on the "Setting" page will allow the Administrator to manage the Customer credentials provided by Octo to customers who install IoT4I App. The dedicated section of the "Setup" is entitled "Octo Credentials" and, upon its opening, will present two fields:

- Client ID, shown in clear text

- Client Secret, hidden by a string of asterisks, to indicate that a value has been indicated

In this section, a "Edit" button will be available, which will allow the Administrator to change the credentials used. At the end of the process, the settings page and the summary section of the Octo credentials will be visible.

4.1.3 Consumer package request. The "Setting" page of the application includes a section that will allow the Administrator to select one of the following Bundle Service Package:

- **Easy:** Engagement on 15,000 (fifteen thousand) prospects, 90 (ninety) days of monitoring for scoring calculation, no branding personalization for "OCTO DriverMate in" App;
- **Expanded:** Engagement on 30,000 (thirty thousand) prospects, 90 (ninety) days of monitoring for scoring calculation, no branding personalization for "OCTO DriverMate in" App
- **Personalized:** Engagement on 50,000 (fifty thousand) prospects, 90 (ninety) days of monitoring for scoring calculation "OCTO DriverMate in" App fully branded.

After selecting the relevant Bundle Service Package by clicking on "Buy Package", the Administrator will receive a confirmation message.

Each Bundle Service Package is valid for one (1) year starting from the date of purchase.

4.1.4 General settings. The "Setting" page also includes a section titled "General Settings" that will allow the Administrator to set the following items:

- Currency;
- Default country: indicates the country that will be automatically used in the engagement campaign for all prospects that will not have a value defined;
- Default language: indicates the language that will be automatically used in the engagement campaign for all the prospects that will not have a value defined;
- Company logo: the Customer must upload a file to the content version of the environment (format: 300x300 px, 300KB max, png or jpg);
- Color for email template;
- A default text (in order to give Admin guidelines on how to prepare the email body text).

The "Edit" button enables the possibility to update fields indicated above. By clicking on the "Save" button, the informations are sent to Octo and saved on IoT4I App.

4.1.5 Field Mapping. The "Setting" page includes a section allowing to map the information used by the IoT4I App, indicating the fields actually used to historicize the information indicated.

The table will show the following informations:

- The first column indicates the information used by the IoT4I App , together with the data type for each of them;

- The second column presents picklist fields that allow to select the reference Salesforce field for each information (e.g. name, surname, email, etc. of the policy holders engaged) for each of them, only the fields present in the system that have a format compatible with the type of information managed by the IoT4I App will be made available.

4.1.6 “One to One” - The “Settings” page includes a section (titled “One-to-One”) that indicates the objects and fields used for the management of insurance policies. The “One-to-One” section indicates the following information:

- the quotation of the policy offered to the prospect
- the submitted policy
- the insurance coverage that the policy guarantees

4.1.7 Customer Details. The “Setting” page includes a section where the following Customer information is displayed:

- "Octo Client Id" containing the username of the Octo credentials used for authentication;
- "Signer Name" with the name of the subscriber of the last consumer package;
- "Contract Status" with the following possible status Trail, Active, Expired, Credit Consumed:
 - Trial: IoT4I App fully active, but the possibility to use functionalities will be limited to 30 (thirty) days and 10 (ten) is the maximum amount of prospect that can be selected;
 - Active: IoT4I app fully active, with credit balance corresponding to the relevant Bundle Service Package;
 - Credit Consumed: the Customer has finished the credits available, therefore only the Settings page and historic Campaign objects will be active;
 - Expired: the annual contract has expired, therefore only the Settings page and historic Campaign objects will be active.
- "Subscription Package" includes the name of the last consumer package purchased
- "Info Subscription Package" includes the total number of engaging prospects included in the package;
- "Remaining Prospect to qualify" includes the total number of engaging prospects given by the sum of the residual of all active package;
- "Activation Date" containing the activation date of the last package purchased;
- "Expiration Date" with the expiration date of the IoT4I App, after which the contract status will become "Credit Consumed" (i.e. 1 year from the activation of the first package purchased).
- "Last Data Refresh" includes the date of last update of the aforementioned data.

4.2. Prospect Engagement

4.2.1. Target Selection. The Customer will have access to the "Engagement" function of the IoT4I App in order to launch promotional campaigns. This functionality will be available in a custom page with the name "Prospect Engagement" and will allow the Customer to choose a target by selecting filters (AND / OR) on the “Account” object and at most on two other

“Account” related object (presence of at least one lookup field with the “Account” object). The User Customer may insert the filters necessary for searching for the target. The page also includes a button "Verify Target" and the IoT4I App will calculate, in real time, the list of prospects volume that corresponds to defined filters. At this moment, the User Customer will be able to:

- manually change filters and repeat the "Verify Target" operation;
- delete all the filters via the "Reset" button;
- add the target resulting to the cart through an "Add to Cart" button.

4.2.2 Add target to Cart. The "Prospect Engagement" page includes the "Add to Cart" function that will be available once a target has been already calculated through functionality described in “Target Selection”. The "Add to Cart” button will allow to insert a list of Prospects in a campaign to be sent to Octo.

4.2.3 Send to Octo. The User Customer will have access to the “Cart” in which it be possible to:

- see the record number;
- empty the cart;
- send Prospects to Octo using a wizard.

The process for sending prospects will consist of 2 steps:

- Campaign data insert: the User Customer must enter the information for the creation of marketing campaigns in Octo's Systems;
- Credit Check, Info Review & Send to Octo.

In case credits are not sufficient for the whole target selected, the Admin will be informed about the remaining credit. The Prospects that are not included in the campaign due to lack of credits, will not be removed from the cart at the end of the process, unless the User Customer remove them. Octo, instead, will be responsible for reducing the remaining credit for the Prospects which have been included in the campaign.

4.2.4. Engaging Campaign. The User Customer has the possibility to view all campaigns activated through functionalities listed above. For each campaign sent via the “prospect Engagement” functionality, the User Customer will have the following information:

- Salesforce ID: Unique ID created directly from Salesforce (auto number);
- Campaign ID: Unique ID of the campaign as identified in Octo’s systems;
- Owner: the full name of the Octo’s user who submitted the Campaign;
- Campaign Name;
- Campaign Start Date;
- Campaign Description;
- End Date: retrieved by Octo's System as Start Date + campaign monitoring period of 90 days;
- Status with Preparing, Active, Not Active or Closed value;
 - Preparing: this status will be presented from the time of requesting the campaign at the day scheduled for activation of the same;

- Active: this status will be presented between the start and end dates of the campaign, if at least one email has been sent;
- Not Active: this status will be presented between the start and end date of the campaign, if no email was sent;
- Closed: this status will be presented after the closing date of the campaign
- Number of Prospects Engagement
- Company Logo, Company Color, Email Texts, Languages and Country with the values present in the setting at the time of Send to Octo

The key performance indicators will be produced for monitoring and managing campaigns, as follows:

1. Number of campaigns sent: a donut chart containing all active and closed campaigns;
2. Number of active campaigns: a donut chart containing the number of active campaigns as compared to the total;
3. Number of Prospect per campaign: a column chart containing for each campaign the number of prospects engagement;
4. Number of campaigns per Owner: a column chart containing for each Customer the number of campaigns sent;
5. Score Result: a Donut chart containing for each Campaign the Score Result divided by ranges of values.

4.2.5 Engaging campaign results. The User Customer will have the possibility to view the results of each campaign delivered through the IoT4I App.

This functionality will create a relationship between the “Accounts” and the “Engaging Campaign” .

This functionality will include the following information:

- Prospect lookup: a relationship with the “Account” record shared with Octo;
- Campaign Lookup: a relationship with the “Engaging Campaign” through which the Prospect is targeted;
- Mail Sent: the date of sending emails related to the campaign;
- Mail Bounced: the date of bounced email;
- Mail Open: the date of emails opening;
- Mail Click: the date on the click in the email for the installation of the “OCTO DriverMate in” App;
- App Activated: the activation date of the “OCTO DriverMate in” App;
- App alive: the date of last use of the “OCTO DriverMate in” App;
- Score enhanced and updated for the monitoring period only if the prospect has joined the campaign by downloading the “OCTO DriverMate in” App;
- Note.

4.2.6 Collecting campaign results. The IoT4I App shows all the results of a campaign and historicize them in the section “Objective Engaging Campaign” . The following data will be updated:

- Mail Sent: date of the first email distribution by Marketing tool related to the campaign;

- Mail Bounced: date of when the email has been bounced;
- Mail Open: date relating to the first time the email has been opened by the prospect, if he has joined the campaign;
- Mail Click: date relating to the first time the “OCTO DriverMate in” App download link in the email has been clicked, if the prospect has joined the campaign;
- App activated: date of the first in-app registration by the Prospect that has joined the campaign;
- App alive: date of last use of the App, if the prospect has joined the campaign;
- Score [number (2,1)] enhanced and updated for the monitoring period only if the prospect has joined the campaign by downloading the “OCTO DriverMate in” App;
- Note: optional message that provides information about the condition of the prospect in the specific campaign.

4.3. “OCTO DriverMate in” App

4.3.1 By collecting and cross-checking specific sets of data, the “OCTO DriverMate in” App is able to analyse the User's driving behaviour, as well as any other useful information. In particular, the “OCTO DriverMate in App” can automatically record the trip's commencement and termination, picking out the GPS by seconds in order to record driving statistics (kms/miles driven, types of road, etc.), events which are the result of the User's driving behaviour (sharp braking, sudden accelerations, cornering, vehicle speed) and which are supplemented by contextual data (traffic, weather, time of day). Based on its findings, the “OCTO DriverMate in” App calculates a score for each trip, which then helps to calculate the User's overall score (the score has two subcategories: usage scores – contextual data and statistics; and driving behaviour scoring – events which are determined by driving. More specific information and details about the User's features are provided within the “OCTO DriverMate in” App. The licensees can delete the trip if will be qualified as a passenger.

4.3.2 The conditions under which the User can use the “OCTO DriverMate in” are:

- Having provided consent to Customer for the processing of the User's personal data for marketing purposes by third parties;
- Receiving the email by Marketing tool related to the campaign;
- Joining the campaign by clicking the App download link in the email;
- Downloading the “OCTO DriverMate in” App;
- Clicking the “Accept” button as part of the Registration Process to agree to the related Terms and Conditions;
- Clicking the consent boxes as part of the registration process to agree to provide User's personal data to Octo for collecting and processing in accordance to the related Privacy Policy.

4.3.3. The “OCTO DriverMate in” App requires: internet access or mobile connectivity, allowance for location services and that the related device is running either iOS 10.0 (or above) or Android 5.0 (or above). The User is responsible for any adjustments required in order for the device to connect to the internet and for any internet access charges or mobile data fees and other third party charges the User may incur, associated with the use of the “OCTO DriverMate in” App, the access data and/or transfer of data from “OCTO DriverMate in” App.

- 4.3.4 Customer undertakes to provide only Prospects that are Customer's own clients which have expressed their consent to the processing of data for marketing purposes by third parties. Accordingly, the Customer undertakes to share with Octo proof of the explicit consent given by the Users, and also undertakes to promptly communicate any withdrawal of the same.
- 4.3.5. The Customer will indemnify and hold Octo harmless, without any limit of liability, from and against any unlawful conduct relating to the obligations referred to in Article 4.3.

5. Fees and Payment

5.1 Fees. Fees will be as follows:

- a) Recurring fees depend on the service package selected by the Administrator through the IoT4I App. The Administrator will have the possibility to choose one of the following packages:
- **Easy:** Engagement on 15,000 prospects for 4.00€¹ for prospect in Campaign (total value of 75,000€¹)
 - **Expanded:** Engagement on 30,000 prospects, for 3.00€¹ for prospect in Campaign (total value of 105,000€¹)
 - **Personalized:** Engagement on 50,000 prospects, for 2.50€¹ for prospect in Campaign (total value of 140,000€¹)
- b) The activation cost of the IoT4I App is €15,000¹ plus VAT and duties.
- c) The service will be activated from the payment date.

5.2. Payment. Within the settings page of the application, the Administrator pay the service package selected through the IoT4I App.

5.3. Invoice. *Payments shall be due within 30 (thirty) days from the date of the invoice, issued by Octo as follows:*

- a) *The invoice relating to the activation cost of the IoT4I App will be issued within 15 days from the acceptance of this Agreement;*
- b) *The invoice relating to the packages listed under Section 5.1.(a) will be issued within 30 days from the receipt of the related order on SFDC.*

6. Proprietary Rights and Licenses

- 6.1. Any proprietary information, know-how, data base, trade secrets, software, firmware, as well as features and specifications of the Services, and any relevant subsequent developments, evolution or improvements, trademarks, including, but not limited to Octo, "OCTO DriverMate in" App, trade names, copyright, patents, or any other intellectual property rights, and applications for any of the before-mentioned, whether registered or not, of Octo and/or

¹ Pricing for the Customer varies according to the daily market currency exchange of the payment day.

Octo Group, or for which Octo or Octo Group has a license or consent by the owner, and any other information which may be of interest of the competitors of Octo and/or Octo Group and which is disclosed, supplied or used for the implementation of the Agreement (regardless whether or not is stamped or otherwise qualified as confidential), shall remain the exclusive property, as the case may be, of Octo, or its affiliates. Partner shall not dispute or challenge such ownership and related rights and shall not do anything to diminish such rights.

7. Confidentiality

- 7.1. Definition of confidential information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Octo includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, 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.
- 7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. In particular, Octo runs an Information Security Management System (ISMS) and a Quality Management System (QMS) that are compliant with ISO/IEC 27001:2013 and ISO 9001:2015. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.

8. Representations, Warranties, Exclusive Remedies and Disclaimers

- 8.1. Representations. Each party represents that it has validly entered this Agreement and has the legal power to do so.

- 8.2. Octo warranties. Octo warrants that during an applicable subscription term (a) the Services will perform materially in accordance with the applicable Documentation (b) it will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9. Limitation of Liability

- 9.1. Limitation of liability. In no event shall the aggregate liability of Octo with all of its affiliates arising out of related to this Agreement exceed the total amount paid by Customer and its affiliates hereunder for the services giving rise to the liability in the 12 (twelve) months preceding the first event out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Customer's and its Affiliates' payment obligations under the "fees and payment" section above.
- 9.2. Exclusion of consequential and related damages. In no event will Octo or its affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.
- 9.3. Liability related to infringement of article 4.4. shall be considered unlimited.

10. Contract duration

The Contract shall have a duration of 1 (one) year, however the contract shall be automatically extended for subsequent period of 1 (one) year if no termination written notice has been sent, by either Party to the other Party, at least 30 (thirty) days before the end of the first period of duration or the end of each subsequent 1 (one) year extension

11. Term and termination

- 11.1 Without prejudice of the prevision of article ten and subject to the earlier termination, the Agreement shall have a duration of one (1) year from the date of its activation

12. Governing law and Jurisdiction

- 12.1. Governing law. The Agreement shall be governed by and construed in accordance with the laws of Italy.

12.2. Jurisdiction. Any dispute regarding the Agreement shall be submitted to the exclusive competence of the Courts of Rome.

12.3. Dispute resolution. In case of any dispute between the Parties arising out of this Agreement, the Parties shall use their reasonable endeavours to resolve the dispute before commencing legal proceedings. The representative of the Parties, therefore, shall meet at least one time to discuss the dispute and evaluate possible solutions. If the dispute has not been resolved within 30 (thirty) calendar days from the delivery of the notice which summarizes the contents of the dispute, either Party shall have the right to commence proceedings in accordance with Section 11.1. and 11.2.

13. Assignment

13.1. No Party shall assign or otherwise transfer any of its rights and/or obligations under the Agreement to any company outside group of companies.

13. Intellectual Property & Confidentiality

13.1. For the purposes of this clause 13, “**Intellectual Property Rights**” means patents, rights to inventions, ideas and improvements (whether or not patentable, and whether or not recorded in any medium), copyright and related rights, trademarks, trade names and domain names, rights in set-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

13.2. All Intellectual Property Rights owned by a Party (or any associated or subsidiary company or the relevant licensor) will remain owned by that Party (or its relevant associated or subsidiary company or licensor) and nothing in this Agreement will operate to assign or otherwise transfer or license such Intellectual Property Rights to the other Party except as expressly stated in this Agreement.

13.3. All Intellectual Property Rights and all other rights in all products and materials developed by Octo in relation to this Agreement in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts) (“**Octo Deliverables**”) shall be owned by Octo and nothing in this Agreement will operate to assign, license or otherwise transfer such Intellectual Property Rights or any portion thereof to the Customer or any related persons. It being understood that in regard to Confidential Information constituting trade secrets, the terms of the present Agreement shall apply indefinitely. Trade secrets means information which meets all of the following requirements:

- (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (b) it has commercial value because it is secret;
- (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

- 13.4. The disclosure, supply and/or use of the Confidential Information is granted to the Customer on a non-exclusive basis and is limited to the purposes of the Agreement only. The disclosure, supply and/or use of the Confidential Information cannot be construed as the granting to the Insurance Company of a license, or any other right or consent to use the Confidential Information, whole or part thereof, in any manner.
- 13.5. The Customer shall exercise all reasonable efforts to prevent any third parties from having access to Confidential Information, and shall keep all copies thereof in a secure location inaccessible to any persons not authorized to receive the confidential information. The Customer may give access to the Confidential Information to its shareholders, directors, officers, employees, agents and consultants, and, in general, to any other person to whom access must be given for the implementation of the Agreement. The Customer shall take the reasonable necessary measures to ensure that any person to whom access to the Confidential Information is given undertakes the same obligations undertaken by the Customer under the Agreement, but the Customer shall be responsible for any breach of the confidentiality obligations by such persons.
- 13.6. The confidentiality obligation shall not apply to the information which:
- (a) the recipient can demonstrate that the information was lawfully known to the recipient prior to receipt thereof as evidenced by written records dated prior to such receipt;
 - (b) is or becomes publicly available other than by violation of confidentiality obligations;
 - (c) becomes available to the recipient on a non-confidential basis from a source other than Octo and which, to the best of recipient's knowledge after due inquiry, is entitled to disclose it, or
 - (d) is required by law to be disclosed by the recipient to any authority under any applicable lawful mandatory orders, according to the terms of such orders, provided that Octo is given by the recipient prompt written notice of such requirement prior to such disclosure and provides Octo assistance in obtaining an order protecting the information from public disclosure;
 - (e) a Party is obliged to communicate or disclose (even within documents of offer of equity or debt to the public or institutional investors) in compliance with a lawful order of any authority or pursuant to law or regulation, provided that – to extent possible and/or legally permitted - in this case, the Party shall give prior notice in writing to the other.
- 13.7. If the Confidential Information is used or disclosed by the Customer other than in accordance with the Agreement, Octo and/or Octo Group shall be entitled to obtain from the competent court an injunction in addition to damages or any other remedy to which they may be entitled under the applicable laws.

14. Miscellaneous

- 14.1 Modification. No amendment of this Agreement shall be valid and binding on the Parties, unless it is in writing, refers expressly to the Agreement and is executed by the duly authorized representative of the Parties.

- 14.2 Severability. In the case that one or more of the Sections in the Agreement is considered invalid or non-enforceable, this shall not cause the remaining clauses hereof to be invalid and they shall continue to have full validity and effectiveness.
- 14.3 Tolerance and Waiver. The failure of any of the Parties to enforce any of the provisions of the Agreement at any time shall in no way be construed to be a waiver to such provisions, or of any other provision hereof. No waiver of any breach of the Agreement shall be held to be a waiver of any other or subsequent breach.
- 14.4 Costs and expenses. Except as otherwise specifically provided herein, or subsequently agreed in writing by the Parties, each Party shall bear its own costs and expenses associated with the negotiation of the Agreement, including, but not limited to, all fees and expenses of such Party's respective counsel, accountants, advisors and other agents and experts, including financial advisors and bankers.

EXHIBIT 1 – DATA PROCESSING AGREEMENT

This Personal Data Processing Agreement (the “**DPA**”), which forms an integral and substantial part of the terms and conditions for the use of octo services on SFDC by and between Octo and the Customer

(Customer and OCTO also jointly referred to as the “**Parties**” and each of them severally as a “**Party**”).

WHEREAS

- A. Customer and OCTO have already signed an agreement (hereinafter the “**T&C**”) for the provision by OCTO of the Service , as better specified within the T&C;
- B. Customer directly and/or through any of its Affiliates shall make available to OCTO, and Customer hereby authorizes OCTO to process certain information, data, files, database, etc. of any nature whatsoever in any form whatsoever relating to identified or identifiable natural persons (“**Personal Data**”) for the Purposes as defined in section 3.1 of this DPA.

1. Definitions

1.1. For the purposes of this DPA:

- 1.1.1. Capitalized terms and expressions shall have the meaning assigned to them in the T&C;
- 1.1.2. “**Data Protection Laws**” shall mean, in each case, as applicable and amended or replaced from time to time: (i) the Privacy and Electronic Communications Directive 2002/58/EC; (ii) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (*General Data Protection Regulation*, “**GDPR**”); together with (iii) the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the protection or processing of personal data and privacy, including (1) the resolutions of the data protection Authorities in any relevant jurisdiction; and (2) the resolutions and opinions of the European Data Protection Supervisor, the Working Party

established under Article 29 of the EU Data Protection Directive 95/46/EC (and/or the European Data Protection Board to be established under Article 68 of the GDPR).

2. Roles of the Parties

- 2.1. In accordance with Data Protection Laws, Customer will act in the capacity of “controller” of Personal Data (“**Controller**”) and OCTO will act in the capacity of “processor” of Personal Data (“**Processor**”), in accordance with Customer’s instructions which will be consistent with this DPA.
- 2.2. Prior to the start of OCTO’s Services, Customer, directly or through any of its Affiliates (as defined in the T&C), shall (i) acquire from each data subject a written, freely given, specific, and informed consent; or (ii) ensure in any event that a lawful legal basis is implemented for the Personal Data processing required for the Services provision and for Purposes included in this DPA and indicated in following article 3 (Purposes of the processing).
- 2.3. Promptly upon OCTO’s request, Customer shall give written evidence of the acquired consent from data subjects or of the alternative legal basis implemented, which shall be in form and substance reasonably acceptable to OCTO.
- 2.4. Customer’s instructions shall comply fully with this DPA, with the Data Protection Laws, and with the consent given by data subjects. Customer shall indemnify, defend and hold harmless OCTO from and against any and all losses, liabilities and claims arising from, in connection with, or based on any breach by Customer of the undertakings laid down under articles 2.1 to 2.4 of this DPA.

3. Purposes of the processing

- 3.1. The Customer provides OCTO with all Personal Data processing operations which are necessary in order to achieve the following purposes (“**Purposes**”):
 - 3.1.1. the performance of the Services, as detailed in the T&C;
 - 3.1.2. allowing OCTO to secure the maintenance of its technology platforms and to conduct research and development activities, for the benefit of its Customers, related to its current or future platforms, products and services; and
 - 3.1.3. the activities explicitly stated in the T&C.

4. Categories of Personal Data and data subjects

- 4.1. In order to achieve the Purposes, OCTO may process:
 - 4.1.1. The following categories of Personal Data:
 - a) Personal and identification data;
 - b) data related to the insurance policy;
 - 4.1.2 the following categories of data subjects:
 - a) Licensees;
 - b) Customer’s employees,

In each of 4.1.1 and 4.1.2, together with such other Personal Data as OCTO may reasonably determine is necessary or useful for the achievement of the Purposes.

5. Obligations of OCTO

- 5.1.** OCTO undertakes to Customer that:
- 5.1.1.** it shall collect or process Personal Data for the Term of this DPA only to the extent, and in such a manner, as is necessary or useful for the Purposes;
 - 5.1.2.** except as is consistent with the Purposes under article 3 of this DPA, OCTO shall not disclose, lease, license, assign, or otherwise transfer or sell to any non-Affiliate third party other than to universities and similar R&D centres with a primarily not-for-profit mandate) any Personal Data for commercial purposes without the prior and written consent of Customer;
 - 5.1.3.** it shall provide Customer with all relevant information relating to its data processing activities (means, storage, localization of the processing of Personal Data, etc.) and provide reasonable assistance to Customer in completing its legal administrative duties before regulators to the extent it is required to do so in its capacity as Processor;
 - 5.1.4.** it shall implement and maintain for the Term of this DPA all appropriate technical and organizational measures, including but not limited to physical and IT measures to ensure (i) the ongoing confidentiality, integrity, availability and resilience of processing systems and services, (ii) the capability to restore the availability, integrity and access to Personal Data in a timely manner in the event of a physical or technical incident, and (iii) the maintenance of a process for testing, assessing and evaluating the effectiveness of technical and organizational measures referred to in (i) and (ii) above;
 - 5.1.5.** taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, it shall implement and maintain all appropriate traceability measures in particular to monitor and verify the identity of persons who accessed and processed Personal Data and to perform all necessary security access controls in order to comply with its obligations as set out in this DPA;
 - 5.1.6.** it shall not use any sub-processor for the processing of Personal Data in the performance of this DPA and the Services, except on the following terms:
 - 5.1.6.1.** any sub-processor must be capable of complying with this DPA and the relevant Data Protection Laws;
 - 5.1.6.2.** OCTO undertakes to stipulate with selected sub-processors specific and binding agreements, according to which the sub-processor is subject to the same substantial and procedural requirements applicable to OCTO in accordance with this DPA;
 - 5.1.6.3.** Customer hereby authorizes OCTO to engage and/or to continue to use currently engaged sub-processors (including OCTO Affiliates) which meet the conditions set forth above for the performance of this DPA and the Services on the terms hereof;
 - 5.1.6.4.** It is understood between Parties that where the sub-processor fails to fulfil its data protection obligations, OCTO shall remain liable towards Customer for the performance of the sub-processor's obligations;
 - 5.1.7.** it shall take all steps to ensure the reliability of its personnel, representatives and authorized sub-processors and any person acting under their authority who shall process Personal Data for the performance of OCTO's obligations under this DPA, and that said personnel, representatives and authorized sub-processors are committed to confidentiality. Confidential Information shall be provided only to its authorised recipients where such disclosure is needed to accomplish their task with regard to the services;
 - 5.1.8.** to the extent legally permitted, it shall promptly notify Customer in the event of any legally binding request, any request or notice directly received by OCTO from a data subject

exercising his rights under the Data Protection Laws without responding to them; Customer shall manage these requests.

- 5.1.9.** it shall store Personal Data under a form which would allow the identification of the concerned individual for the Purposes laid down under article 3 of this DPA and for a period which will not exceed the Data Retention Period provided in this DPA. Considering the nature of data processed and the Services, the storage period (“**Data Retention Period**”) is equivalent to the 150 (one hundred fifty) days following the transfer of Personal Data by the Customer. Upon expiration of the Data Retention Period, OCTO shall, and shall procure that it and its authorized sub-processors, destroy or anonymize, at its sole discretion, copies of Personal Data held in its systems. Anonymized data may be used for any purposes consistent with applicable law.
- 5.1.10.** it shall maintain a record of processing activities carried out on behalf of Customer containing: (i) the categories of Personal Data processed on behalf of Customer; (ii) the Personal Data relating to the authorized individuals, i.e. authorized personnel and authorized sub-processors who have access to or process the Personal Data; the storage shall enable, *inter alia*, to control and verify the identity of the people who have carried out processing activities on such Personal Data; (iii) authorised Personal Data transfer to a country outside EU/EEA and Switzerland, including identification of such country; and (iv) a general description of the technical and organizational security measures. OCTO shall maintain the relevant records in writing, including in electronic form. Where requested by Supervisory Authorities, OCTO shall make the record available to such Supervisory Authorities and shall immediately inform Customer of such communication.

6. Compliance with Data Protection Laws

- 6.1.** Customer shall ensure that its instructions to OCTO, acting as Processor, shall be in accordance with relevant Data Protection Laws. In this respect, Customer declares that the Personal Data to be processed by OCTO are:
- 6.1.1.** relevant and not exceeding the Purposes; and
- 6.1.2.** collected and transferred in compliance with relevant Data Protection Laws, being understood that at all times Customer shall remain responsible for defining the legal basis of the processing of Personal Data, including the collection, directly or through any of its Affiliates, of all consents from the data subjects.
- 6.2.** Customer, in its capacity as Controller, shall keep OCTO timely informed about any relevant information or issue concerning the processing carried out by OCTO of the Personal Data in accordance with Data Protection Laws. Customer shall indemnify and hold OCTO harmless from any cost, including non-recoverable reasonable attorney fees, charge, damages, expense or loss caused to OCTO as a result of the breach of any of the provisions of articles 6.1 and this 6.2.
- 6.3.** The Customer, acting as Controller, represents and warrants that the security measures detailed herewith ensures a level of security of Personal Data appropriate to the risks represented by the processing and the nature of Personal Data to be protected and comply with the requirements set out in this DPA.

Extra-EEA transfers

- 6.4.** Customer, in its capacity as Controller, hereby authorizes OCTO to process, also through its authorized sub-processors, Personal Data outside of the European Economic Area, to the extent such

transfer is aimed at achieving the Purposes and, in any event, is based on appropriate safeguards and guarantees detailed under the Data Protection Laws, including:

- 6.4.1.** EU Commission's standard contractual clauses (**Annex A - STANDARD CONTRACTUAL CLAUSES - PROCESSORS**);
- 6.4.2.** EU Commission's decisions of adequacy pertaining to the countries to which Personal Data are transferred;
- 6.4.3.** binding corporate rules adopted by OCTO group or by OCTO's designated processors or sub-processors.

7. Data Breach

- 7.1.** If a Personal Data Breach occurs in accordance with Article 4, paragraph 1, no. 12) of the GDPR or a Party reasonably believes a Personal Data Breach may have occurred, such Party shall report such Data Breach (actual or reasonably presumed) to the other Party.
- 7.2.** In such event, the Party which acknowledged the Data Breach (actual or reasonably presumed) shall notify to the other Party:
 - 7.2.1.** the description of the nature of the Personal Data Breach including the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data concerned;
 - 7.2.2.** the name and contact details of the Data Protection Officer, if available, or other contact point where more information can be obtained;
 - 7.2.3.** the description of the likely consequences of the Personal Data Breach; and
 - 7.2.4.** the description of the measures already taken (and proposed) by the Party which acknowledged the Data Breach to address the Personal Data Breach, including measures to mitigate its possible adverse effects.
- 7.3.** Each Party undertakes to provide the other Party with commercially reasonable cooperation and assistance to allow such Party to notify to the Supervisory Authorities.

8. Regulatory audits

- 8.1.** In the event Customer is subject to a regulatory audit, OCTO shall, and shall procure that its sub-processors, fully and without delay, cooperate with Customer and/or any regulator, including by providing any relevant information and access for the public authorities and Supervisory Authorities representative(s) to any Personal Data, records and information necessary to carry out the audit performed by such public authorities.

9. Administrative orders and resolutions of the judicial authority

- 9.1.** OCTO is compelled to disclose Personal Data if required by an order of a court or by any public authority, or by any law, rule or regulation, or by subpoena, discovery request, summons or other administrative or legal process, or by any formal or informal investigation by any governmental agency or authority; provided, however, that OCTO shall:
 - 9.1.1.** promptly notify Customer of the disclosure order (if and to the extent permitted by Law);
 - 9.1.2.** use reasonable legal options to object or oppose to any order or legal requirement to refrain from notifying Customer of the disclosure order; and
 - 9.1.3.** if the objection or opposition referred to in article 10.1.2 is not possible or is not successful, then use reasonable legal options to contest or oppose the disclosure order itself, and will only disclose the Personal Data it is being required to disclose by such order of a court, administrative agency or governmental authority, or by any law, rule or regulation, or by subpoena, discovery request, summons or other administrative or legal process, or by any

formal or informal investigation by any public authority unless in receipt of the appropriate legal mechanism for the request, such as a warrant or subpoena.

10. Term

10.1. This DPA shall be effective from the acceptance of the T&C and this DPA and for the duration of the T&C (“**Term**”).

In the event of expiry or termination of the T&C for any reason, and without prejudice to the Data Retention Period set out under article 5.1.8, if required by the Customer, OCTO and its authorized sub-processors shall promptly provide to Customer all Personal Data held by them at the time of the request. Personal Data will be returned to Customer in the same format as used by Customer to make Personal Data available to OCTO, or otherwise in a format agreed by Parties;

11. Miscellanea

11.1. OCTO warrants and undertakes it has the legal authority to give the warranties and fulfil the undertakings set out in this DPA.

11.2. This DPA is entered into English language only, and any other language version shall be solely for the convenience of the Parties and shall have no binding effect.

11.3. This DPA shall be governed by and construed in accordance with the laws of Italy, without references to conflict of laws principles. To the fullest extent permitted by applicable law, each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of Rome in respect of any suit, action or proceeding arising out of or relating to the provisions of this DPA and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court.

11.4. The Parties hereby acknowledge that this DPA has been negotiated in full and, therefore, Articles 1341 and 1342 of the Italian Civil Code shall not apply.

