

GENERAL TERMS AND CONDITIONS OF SALE

AmagisTech Limited with registered office in Gzira (Malta); Level 4, 266, Triq ix-xatt (hereinafter “**Provider**”) is currently active in the provision of a broad array of services in the Information Technology sector, including the provision of consultancy and integration services for third parties with a particular focus on Google Workspace Products. Indeed, it operates, sells and manages a collection of cloud computing, productivity and collaboration tools, software and products developed by Google. These general terms and conditions (also “**T&C**”) apply to any purchase orders placed by any client willing to purchase the services and product described below from the Provider. The Provider Offers are valid for a period of 15 calendar days starting from the date of the offer, unless otherwise agreed with, or indicated by, the Provider. Any clause, conditions or provisions of the clients’ purchase order that shall conflict with these terms and conditions are automatically considered as not applicable, and the Client hereby accepts the integral application of these T&C. Any amendments to these T&C shall be valid only if agreed in a written agreement signed by the Provider. The party contracting with the Provider shall be referred in these T&C as the “**Client**”. The Provider and the Client are hereinafter each referred to as “**Party**” and collectively as “**Parties**”.

1.DEFINITIONS

- 1.1. Unless the context otherwise requires in these T&C, the following words mean:
 - 1.1.1. “**Account**” means Client's Google account credentials and correlating access to the Services under these T&C.
 - 1.1.2. “**Administrators**” mean the Client-designated personnel who administer the Services to End Users on Client’s behalf, and have the ability to access Client Data and End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.
 - 1.1.3. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
 - 1.1.4. “**Agreement**” means the agreement entered into by the Provider and its Client and, unless otherwise provided, regulated by these T&C. An Order Form signed for acceptance by the Client shall constitute an Agreement.
 - 1.1.5. “**Client**” means the party contracting with the Provider, including its Affiliates and End Users.
 - 1.1.6. “**Client Data**” means:
 - 1.1.6.1. any data (including any Personal Data and End User passwords) received by the Provider from, or maintained by the Provider on behalf of the Client in each case in connection with the resale of the Product or the supply of Provisioning Services; and
 - 1.1.6.2. any Product administrative accounts accessed by the Provider in connection with the resale of the Services and/or supply of Provisioning Services (including any administrative account passwords).
 - 1.1.7. “**Confidential Information**” means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) concerning or related to the execution of an Agreement or the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, these T&C and any Agreement, proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Services information generally shared with the Client and as specifically related to the Client, Service Information gained by the Client through use of the Services, business plans, product information, pricing, financial plans, know how, the Client Data, strategies, and other similar information. The terms of the Order Form shall be considered confidential.
 - 1.1.8. “**Control**” means control of greater than 50 percent of the voting rights or equity interests of a party.
 - 1.1.9. “**Data Protection Laws**” or “**DPR**” means GDPR and all applicable privacy, data security, data protection laws, directives, regulations and rules, government standards, industry standards and best practices, and other self-certification programs applicable to and adopted in the Territories in which the Client performs its obligations under these T&C.
 - 1.1.10. “**End Users**” means the individuals who are permitted by the Client to use the Services and managed by an Administrator. For clarity, End Users may (i) include employees of the Client Affiliates and other third parties and (ii) be the Client itself should it be a natural person acquiring the Products and Services directly for himself/herself.

- 1.1.11. **“End User Account”** means a Google-hosted account established by the Client through the Services in order to use the Services.
- 1.1.12. **“Fees”** means the amount due by the Client as indicated in the Order Form(s).
- 1.1.13. **“GDPR”** means the European Regulation 2016/679 concerning the protection of personal data.
- 1.1.14. **“Google”** has the meaning given at <https://cloud.google.com/terms/google-entity>.
- 1.1.15. **“Google TOS”** means the terms of service that govern the use of the Product and must be agreed directly by the Client with Google or its Affiliate either via (i) acceptance by the Client online or (ii) written agreement between the Client and Google or its Affiliates offline. The Google TOS (as may be amended from time to time) will govern each Client’s access to and use of the Services. These Google TOS are available at: https://workspace.google.com/terms/premier_terms.html
- 1.1.16. **“Intellectual Property”** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.1.17. **“Order Form”** means an order form specifying the Services that the Provider will provide to the Client under these T&C, as per Annex 1.
- 1.1.18. **“Order Term”** means the period starting on the Service Start Date (as specified in the Order Form) and continuing for the period indicated in the Order Form, unless terminated earlier in accordance with the T&C.
- 1.1.19. **“Personal Data”** has the meaning set out in the GDPR.
- 1.1.20. **“Provider Offer”** means any offer related to the Products or the Provisioning Service sent by the Provider to a potential client.
- 1.1.21. **“Provisioning Services”** means the following services relating to the Product and that shall be considered integral part of these T&C:
- 1.1.21.1. the Client account activation services, including administrative account setup and placing initial orders for End Users;
 - 1.1.21.2. managing additional Client orders;
 - 1.1.21.3. suspending either a domain owned by the Client (as such domain is specified during the sign-up process for use of the Product) or individual End User Accounts;
 - 1.1.21.4. technical support services; and
 - 1.1.21.5. such other services required to administer the Client’s account as Google may require.
- 1.1.22. **“Reseller Tools”** means the Reseller Console, Reseller API, Partner Sales Tool, and any other tools provided by Google to the Provider for the reselling of the Services;
- 1.1.23. **“Service(s)”** or **“Product(s)”** means the then-current Google Workspace services described at https://workspace.google.com/terms/user_features.html, excluding the following services (**“Restricted Services”**): Google Cloud Search, Google Voice, or any new services that Google (in its discretion) identifies, also after the entering into an agreement, in writing as excluded.
- 1.1.24. **“SLA”** means the then-current SLA or Service Level Agreement as present here: <https://workspace.google.com/terms/sla.html>.
- 1.1.25. **“Termination Date”** means either the date on which the Order Form expiry as indicated therein or the date of termination occurred in accordance with these T&C or any special provisions indicated in the Order Forms.
- 1.1.26. **Units:** means the total number of End User Accounts used by the Client.

- 1.2. References in these T&C to clause/s are to clause/s of the T&C.
- 1.3. The terms “**included**” or “**including**” means included or including but not limited to.
- 1.4. The headings of the clauses in these T&C are for convenience only and shall not affect the construction or interpretation thereof.

2.SCOPE

- 2.1. These T&C regulate: on the one hand, the resale of the Products to the Client, and, on the other hand, the provision of the Provisioning Services to the Client.
- 2.2. The Provisioning Services will be carried out through the Reseller Tools (including the Reseller Console) provided by Google.

3.DURATION AND TERMINATION

- 3.1. Duration. The duration of the contractual relationship between the Provider and the Client is the one indicated in the Order Form issued after the acceptance of a Provider Offer. The duration of the relationship between Provider and its Client might not be equal to the Order Term. Unless terminated earlier in accordance with these T&C or specific provisions reported in the Order Form, the Services shall commence on the Services Start Date and will continue for the Order Term, subject to earlier termination in accordance with these T&C. If the Agreement terminates before the end of the Order Term for reasons other than the Provider uncured material breach of the provisions herein contained, all unpaid Fees (if any) during the Order Term will become due and payable on the effective date of the termination.
- 3.2. Suspension. The Provider may suspend the supply of Products and the Provisioning Services if: (a) the Client breaches their payments obligations, (b) if the Client breaches the law or these T&C or those contained in the Agreement, (c) if Google suspends the supply of Products (altogether referred as “**Suspension**”). The Client acknowledges and agrees that, in case the Provider enforces this clause, the Client is not entitled to any damage arising in connection with the Suspension.
- 3.3. Termination. Notwithstanding anything to the contrary in these T&C:
 - 3.3.1. the Provider may terminate any existing Agreement in case Google shall terminate in its discretion the contract with the Provider (“**Principal Agreement**”) which allows the execution of the Agreement and/or Order Form. In such a case, the termination date of the Agreement/Order Form shall be the date of the termination of the Principal Agreement; and
 - 3.3.2. each Party may terminate an Agreement if: (i) the other Party is in material breach of these T&C or any existing Agreement the applicable laws and fails to cure that breach within thirty (30) days after receipt of written notice, (ii) the other Party enters into an arrangement or composition with or for the benefit of its creditors, goes into administration, receivership or administrative receivership, is declared bankrupt or insolvent or is dissolved.
- 3.4. Termination Due to applicable law. The Provider may terminate any applicable Order Form immediately upon written notice if the Provider and/or Google reasonably determine that it is impracticable to continue providing the Products or Provisioning Services in light of applicable laws or if the Provider believes, in good faith, that Client or its End User are reasonably likely to breach any clause of these T&C or cause Google and/or the Provider to violate any law or regulation.
- 3.5. Effect of termination. Neither Party shall be entitled to compensation or damages of any kind from the other Party in respect of termination if any Agreement/Order Form is terminated by such other Party in accordance with these T&C. Upon the Termination Date of an Agreement: (i) all rights and licences granted by one party to the other will immediately cease; (ii) each party will promptly return to the other party, or destroy and certify the destruction of, all of the other party’s Confidential Information; (iii) subject to clause 3.4 all payments owed by the Client to Amagis become immediately due and the Client shall not be entitled to any refund of the Fees already paid. Termination of the Agreement or Order Form shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the Termination Date.
- 3.6. Survival. Those provisions of these T&C which are said or intended to survive the termination of an Agreement shall survive termination, including Sections 1 (Definitions), 3.5 (Effect of Termination), 6 (Invoicing and Payments), 8 (Confidential Information), 9 (Data Protection), 11 (Indemnification and Limitation of Liability), and 15 (Miscellaneous).

4.OBLIGATIONS OF THE CLIENT

- 4.1. The Client is aware that (i) the only obligation of the Provider is to provide the Products or the Provisioning Services, (ii) the delivery date indicated in the Provider Offer or in the Order Forms are indicative and not mandatory, considering that Provider shall receive the Products from a third party.
- 4.2. Obligations of the Client. The Client shall be responsible for the items below.
- 4.2.1. The Client must comply with these T&C, the Google TOS, and the Other Related Terms, as defined below. Client acknowledges that the Provider will not accept (or allow any third party to accept) the Google TOS on behalf of any Client and will not accept (or allow any third party to accept) separate terms of service on behalf of any Client for use of other Google services.
- 4.2.2. The Client is responsible to pay the Fees.
- 4.2.3. Unless Google expressly agrees otherwise in writing, the Client will accept the Google TOS, with no alteration or amendment, before the Client first logs into the Product (unless Provider receives express authorization from the Client to accept on the Client's behalf).
- 4.2.4. The Client acknowledges and agrees and it will permit the Provider to disclose Client Data to Google for use by Google in accordance with the Google TOS (including applicable confidentiality, data processing and security terms). The Client also acknowledges and agrees that the Provider may disclose Client Data to Google as reasonably required for Google to provide technical support to Provider for Client's support issues regarding the Product. These Client Data include any Client contact details that could be collected and disclosed by the Provider to Google as per Google TOS or as per the agreements in between Provider and Google.
- 4.2.5. Client expressly acknowledges and agrees that it will be subject to the Google terms and policy requirements other than those set forth or referenced in these T&C, including policies, licence agreements, system-access terms and conditions, that may be imposed by Google on Client in connection with accessing or otherwise using the Product (collectively, hereinafter referred to as "**Other Related Terms**").
- 4.2.6. Client expressly acknowledges and agrees that Amagis shall not be liable for any breach of these T&C, the Google TOS or the Other Related Terms, if any damages, costs, or expenses incurred are consequences of actions or omissions of Google discretion.
- 4.2.7. The Client shall be responsible for all End Users created in its name. Responsibilities include, without limitation, identifying and authenticating users, preventing unauthorised access, and maintaining the confidentiality of usernames, passwords, and account information (collectively "**Security Codes**"). The Client agrees to notify Amagis immediately of any unauthorised use of the Products or loss or theft of the Security Codes.
- 4.2.8. The Client must maintain the confidentiality and security of its Accounts and its End User Accounts and associated passwords. The Client agrees that Google's responsibilities do not extend to the internal management or administration of the Products for the Client or any End User.
- 4.2.9. The Client is responsible for providing the necessary notices, and obtaining and maintaining any consent, access, or authorisation required for allowing the Provider to access its IT assets (including the End Users) of the Client and its End Users to allow the Provider and Google to perform their respective contractual obligations related to the Client. Any delay or direct and indirect consequences thereof in obtaining any consent, access or privilege not caused by the Provider shall be borne by the Client itself.
- 4.3. Product Availability. The Client acknowledges and agrees that the Provider will not incur in any liability for: (a) discontinue the sale of the Products or Provisioning Services; or (b) any change of the features of the Products. Furthermore, the Parties agree that the delivery dates are indicative and not mandatory, considering that the timing to deliver the Product and the relevant Provisioning Services are bound to the time of delivery of Google (meaning the material time necessary to deliver the Product, as the case may be), which is out of the control of the Provider.
- 4.4. Technical Support Services. The Provider shall provide technical support services in relation to the resale of the Products and to the supply of the Provisioning Services to the Client, in accordance with these terms and conditions and the Google TOS. The Client acknowledges and agrees that Google will only provide technical support directly to the Client as stated in the Google TOS.

5. INFORMATION SECURITY AND ACCESS TO CLIENT DATA

- 5.1. Access to Client Data. The Client acknowledges and agrees that Client Data may be collected directly through the Reseller Tools.

- 5.2. Change of password. The Client acknowledges and agrees that the Provider will only change or reset the Client or its End Users' passwords as instructed by the Client.
- 5.3. Information security measures. The Client is the only party responsible for implementing adequate security measures to prevent unauthorised access to Client Data or its IT systems.

6. INVOICING AND PAYMENTS

- 6.1. Billing and Payment Terms. The Provider will invoice the Client for the Fees based on the payment plan chosen by the Client at the time of placing the Order Form. All payments are due in the currency described in the invoice. Payments due by Client to the Provider shall be made by bank transfer within thirty (30) calendar days from the invoice, unless otherwise indicated by the Provider in the Order Form or Invoice. In case of failure to pay the invoice within the aforementioned terms, the Provider shall send a reminder to Client with the relevant unpaid invoice ("**Reminder**"). If Client fails to pay the invoice within fifteenth (15) business days from the Reminder, the Provider may decide, at its own judgement, to suspend the provision of the Product until the payment of the relevant invoice is made.
- 6.2. It is agreed between the Parties that the invoices issued for relationship with Clients residing - or having its registered offices in Italy - will be managed electronically through the Italian branch of the Provider availing the "*Sistema di Interscambio*". All the other Clients agree to accept to receive the invoices at an email address indicated to the Provider.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Scope of the clause. Nothing in these T&C will function to transfer any of either party's Intellectual Property to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before an Agreement/Order Form or developed outside their scope. However, for the avoidance of any doubt, (i) the Client Data shall remain the property of the Client and (ii) the Intellectual Property used by the Provider for the Services and Provisioning Services and the execution of any Agreement under these T&C shall remain the property of the Provider or its licensors, and (iii) Provider or Provider's licensors' Intellectual Property are not in any case to be considered as transferred or assigned to the Client, neither during an Agreement nor after its termination.

8. CONFIDENTIAL INFORMATION

- 8.1. Obligations. Except as expressly authorised herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only for the execution of any Agreement under these T&C; (ii) treat all Confidential Information of the Disclosing Party with at least the same degree of care used for the treat of its own Confidential Information; and (iii) disclose the Disclosing Party's Confidential Information only to those employees, contractors, customers of the Receiving Party on a need to know basis ("**Authorised Personnel**"), provided that any Authorised Personnel is subject to confidentiality obligations at least as restrictive as those herein, and the Receiving Party shall remain liable for any non-compliance of such Authorised Personnel for breach of this Clause.
- 8.2. Exceptions. Confidential Information will not include information such as the following: (i) it is in or enters the public domain without breach of these T&C through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of such third party's nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by law, or by a subpoena or order issued by a court of competent jurisdiction (each, an "**Court Order**"), and where such Court Order is received the Receiving Party shall: (a) give the Disclosing Party written notice of the Court Order within twenty four (24) hours after receiving it; and (b) cooperate fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Court Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Clause 8.2, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

9. DATA PROTECTION

- 9.1. Data processing. Acting as autonomous data controller, each Party shall be responsible to comply with the relevant rules applicable in terms of DPR bearing any damages or liabilities that shall arise from the breach of the DPR and indemnify the other Party from any damages, costs or expenses suffered as a result of a breach of this clause.
- 9.2. The Client must have data protection policies and practices in place at the time of the placement of the Order Form, and must maintain them, at a minimum, in compliance with all applicable DPR and agrees that its activities under these T&C, including without limitation, any collection or processing of special categories of data (including data

related to crimes and criminal offences) will be at all times be conducted in accordance with applicable DPR. The Client must have obtained all necessary consents to provide any personal data it may provide to Amagis for the purposes outlined in, and contemplated by, this Agreement.

- 9.3. Relationship Client-Provider. In the case of Controller-Processor relationship between the Client and the Provider, with reference to the processing of Client Data, the Client, acting as controller, hereby appoint the Provider as data processor. For the instructions concerning the data processing, the Data Processing Addendum attached here as **Annex 2** (the “DPA”) shall apply.
- 9.4. Relationship Google-Controller-Processor. With reference to the Products, the Parties agree and acknowledge that the Products provided by Google are out of the scope of the DPA and are regulated by the Google’s data processing terms and any relevant term as applicable and amended from time to time between the Controller and Google: <https://cloud.google.com/terms/data-processing-addendum/>.

10. REPRESENTATIONS, WARRANTIES AND REMEDIES DISCLAIMER

- 10.1. Each Party represents and warrants the following:
- 10.1.1. The Provider, Google and the Client are independent contractors with respect to the resale of the Product and they each act only on their own name and on their own behalf;
 - 10.1.2. it is validly existing and in good standing under the laws of the place of its establishment or incorporation;
 - 10.1.3. it has full corporate power and authority to execute, deliver and perform its obligations under the Order Form and these T&C;
 - 10.1.4. the person signing the Order Form on its behalf has been duly authorised and empowered to act to do so;
 - 10.1.5. any Agreement is valid, binding and enforceable against it in accordance with these T&C;
 - 10.1.6. it will perform its obligations under these T&C in accordance with applicable laws or regulations;
 - 10.1.7. no other or implied conditions, representations, warranties, or other terms apply to any Products, Provisioning Services or to any other goods or services supplied by Google or the Provider unless expressly stated in these T&C or any related Agreement or the Google TOS;
 - 10.1.8. the Provider does not warrant that operations for the resale of the Product or the performance of Provisioning Services will be error-free or uninterrupted.
- 10.2. The Client represents and warrants that it (a) will not use its access to Products to attempt to or build a competitive product or service, or copy any features or functions of the Products; and; (b) will not copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Products.
- 10.3. Except for the representations and warranties set forth in these T&C, the Provider disclaims and excludes any other representation and warranties (in any form, even if implied or allegedly arising from the legal systems) with respect to the Products and the Provisioning Services.
- 10.4. The representations and warranties herein contained are made by the Provider as independent contractor and not on behalf of Google.

11. INDEMNIFICATION AND LIMITATION OF LIABILITIES

- 11.1. The Client Indemnity. The Client, at its sole expense, will indemnify the Provider and its directors, officers, employees and agents or other authorised representatives (“**Provider Indemnitees**”) from and against all third-party claims, suits, actions, or proceedings (each a “**Claim**”), and be liable for any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest and disbursements) arising out of: (a) the Client Assets (meaning any property belonging to the Client, including but not limited to monies, infrastructures, and investments), the Client Data, or any third-party software used by the Client; (b) willful misconduct, negligent act or omission by the Client; (c) breach of the Client warranties set out in these T&C; (d) any use of the Products by the Client in violation of these T&C; (e) any use of Products by the Client in breach of law; (f) any dispute between Client and any third-party.
- 11.2. Damages arising from the Products. The Client acknowledges and agrees that:
- 11.2.1. the SLA sets out the Client’s sole and exclusive remedy for:
 - 11.2.1.1. Any failure(s) by Google to meet the SLA; or
 - 11.2.1.2. Any failure(s) by Google to meet or exceed the applicable service level(s) stated in the SLA, and the Client must request any such remedies directly from the Provider;

11.2.2. with reference to the Products, Provider shall not be liable for any actions, proceedings, claims, costs, demands, damages and expenses (hereinafter “Losses”) arising from these T&C or the Order Forms, including any Losses occurring after the resale of the Products. Notwithstanding anything to the contrary contained in these T&C, the Provider will not be liable for damages arising in connection with the Products, including, but not limited to, network downtime, Products downtime, or identifying areas of weakness in the Products.

11.3. Damages arising from the Provisioning Services. Without prejudice of this Clause, the Client assumes all risk as to the implementation, the results and performance of the Provisioning Services related to consequences - including but limited - to inadequate configurations, devices, IT network, internet connection, version upgrade of any system or software of the Client and in any case only for fraud or gross negligence.

11.4. Liability Cap. In any case whatsoever, the total liability of Provider shall be limited to the amount paid to the Provider net of the relevant fees paid by the Provider to Google for the Products used for the execution of any Agreement according to these T&C.

12.FORCE MAJEURE

12.1. With the express exclusion of the Client’s obligation of paying the Fees for the Products or Provisioning Services, neither Party will be liable for failure or delay in its performance of an Agreement to the extent caused by circumstances beyond its reasonable control.

13.NOTICES

13.1. Notices. All notices and communications (“Notice”) relating to an Agreement shall be considered valid only if carried out in pursuant to this clause. All notices shall be written in English, unless for the Clients that have their registered office in Italy, San Marino or the Vatican which can use Italian for any communication.

13.2. Ways to notify. A notice given to a party under or in connection with any Agreement shall be in writing and shall be delivered (i) by registered letter to the registered address of the recipient Party or (ii) notified by a Party to the email address indicated below:

For AMAGIS: legals@amagiscapital.com

For CLIENT: any email address indicated by the Client and/or any official registered email address

13.3. Delivery. A notice sent according to this Clause: (A) case (i), is deemed to have been received at the time indicated on the return receipt and (B) case (ii), it shall be deemed to have been received on the first business day after the date on which the email is sent.

14.GOVERNING LAW AND JURISDICTION

Section applicable to Clients in Malta or established in any state other than the Republic of Italy.

14.1 Governing Law. These T&C and any dispute or claim arising out of or relating to these T&C or any related Agreement shall be governed and construed in accordance with the laws and regulations of Malta with express exclusion of the conflict of laws principles..

14.2 Arbitration clause. Any dispute, controversy or claim arising out of or relating to these T&C or related Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration, in accordance with Part IV of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force.

14.3 Elements of arbitration. (i) The arbitral committee shall be composed of three (3) arbitrators in accordance with the terms of article 21 of the Arbitration Act. (ii) The Party against which an award is issued shall bear all the costs and expenses of the Arbitration, unless otherwise determined by the arbitral committee. (iii) The arbitration shall be conducted in English. (iv) Pursuant to art. 38 of the Malta Arbitration Act (Cap. 387), the arbitration clause shall not prevent the Parties from obtaining urgent and precautionary acts.

Section applicable to Clients established in Italy

14.1 Governing Law. These T&C and any dispute or claim arising out of or relating to these T&C or related Agreement shall be governed and construed in accordance with the laws and regulations of Italy with express exclusion of the conflict of laws principles.

14.2 Arbitration clause. All disputes - including those of non contractual nature, but excluding those related to breach of

the Client obligation to pay the Fees - arising out of, related or connected to these T&C or related Agreement shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules) in accordance with the Rules, which are deemed to be incorporated by reference into this clause.

- 14.3 Elements of arbitration. (i) The arbitral committee shall be composed of three (3) arbitrators in accordance with the Rules. (ii) The Party against which an award is issued shall bear all the costs and expenses of the Arbitration, unless otherwise determined by the arbitral committee. (iii) The arbitration shall be conducted in Italian, (iv) the arbitral committee may issue precautionary measures during the course of the arbitration, and (v) the arbitration clause shall not prevent the Parties from obtaining urgent and precautionary acts.

15.MISCELLANEA

- 15.1. Non circumvention. Both Parties hereby undertake not to, either directly or indirectly, circumvent these T&C by the use of any form of structure or the interposition of another person, legal or natural, in any transaction. In the event that a Party circumvents these T&C and is in breach of any of the provisions of these T&C, whether directly or indirectly, such Party shall be liable for all expenses, costs and disbursements, including but not limited to, all legal costs and expenses, suffered by the non-breaching Party, including those costs and expenses incurred to enforce such provision.
- 15.2. Outsourcing. The Provider may outsource entirely or partially the Provisioning Services to third parties.
- 15.3. Assignment. Neither the Order Forms, nor any right or duty under these T&C may be transferred, assigned or delegated by a Party, by operation of law or otherwise, without the prior written consent of the other Party. Any attempted transfer, assignment or delegation without such consent will be void and without effect. This section shall not apply to a successor of a all of a Party business or assets, whether by merger, sale of assets, sale of stock, sale of control, reorganisation or otherwise, with written notice to the other Party, provided that such successor in interest agrees in writing to assume all of the assigning Party's obligations under these T&C and Order Forms. Subject to the foregoing, any existing Agreement will be binding upon and will insure to the benefit of the Parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- 15.4. Severability. Any part or provision of these T&C which is entirely or partially prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If the invalidity of any part or provision - either entire or partial - of these T&C shall deprive any party of the economic benefit intended to be conferred by these T&C, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of these T&C without regard to such invalidity.
- 15.5. Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under these T&C or any Agreement will be binding on a Party unless made in a written agreement executed by a duly authorised representative of each Party. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. Unless expressly stated otherwise, all rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.
- 15.6. Rights of Third Parties. Except as expressly stated otherwise, nothing in these T&C or in the Order Forms shall create or confer any rights or other benefits in favour of any person other than the parties to these T&C or any Order Form.
- 15.7. Publicity, Marketing. The Client agrees that the Provider may reference and use Client's name and trademarks in the Provider marketing and promotional materials, including, but not limited to its website, solely for purposes of identifying the Client as a client of the Provider. Otherwise, and except as expressly permitted under these T&C, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party. The Provider expressly retains all other rights not expressly waived to under these T&C, including, without limitations, the right to market and sell its Services.
- 15.8. Non-solicitation. In order to protect the legitimate business interests of the Provider, the Client shall expressly refrain from directly or indirectly attempting to employ or engage or solicit or entice away, or employing or engaging or soliciting or entice away, from the employment or service of the Amagis the services of any employee of Amagis, even if the initial approach is made by the employee. This obligation will survive a 24-month period after the termination of the last existing Agreement.

16.CONFLICT BETWEEN DOCUMENTS

- 16.1 In case of conflict between the provisions of these T&C and its Annexes, the latter shall prevail. However, for all the matters not regulated in the Annexes, the provisions of these T&C shall apply.

- 16.2 In case of conflict between the provisions of these T&C and the documents contained in the URLs herein referred to, these T&C shall prevail.
- 16.3 In case of conflict between the Annexes and the documents contained in the URLs herein referred to, the Annexes shall prevail.

ANNEX 1 – GOOGLE WORKSPACE ORDER FORM

Date:

 Customer:
 Quote ID:
 Quote Date:
 Quote Expires:

Customer
 [NAME OF SIGNATORY]
 [STREET NAME]
 [CITY, CAP]
 [COUNTRY]
 [PHONE NUMBER]
 [EMAIL]
 VAT EXEMPT?
 VAT/TAX NUMBER?

Billing
Details:

Services	Services Start Date	Termination Date	Order Term (Months)	Units	List Price (Annual)	Discount	Fees

 Fees:
 Billing Currency: EURO

Additional Terms

Structure. This Order Form is entered into AmagisTech Limited (“**Provider**”) and [-] (“**Client**”), and is issued under the General Terms and Conditions of Sale (the “**T&C**”) of the Provider. T&C defined in the Terms apply to this Order Form.

Invoice Issuance. Client commits to purchase the Services above for the Order Term. The Provider will invoice the Client for Fees on the following frequency: annually in advance. Unless otherwise provided in the Terms or by law, Fees for the Services are non-refundable. Should the Client add additional Units during the Order Term, these additional Units will be invoiced monthly in arrears. The Client may not rollover or bank unused Units across orders.

Payment Due Date. All Fees are due 30 days from the invoice date.

Order Form Term. This Order Form is effective on the date of last signature below (“**Order Form Effective Date**”) and will continue for the Order Term, subject to earlier termination in accordance with the Terms.

Signature. By signing this Order Form, the Client represents and warrants that it has full power and authority to enter into the Order Form.

Client:

Signature:

Print Name:

Title:

Date:

SECTION APPLICABLE TO THE ITALIAN CLIENT OF THE PROVIDER.

Pursuant to art. 1341 and 1342 of the Italian Civil Code, the Client expressly ACCEPTS the following clauses of the Terms and Conditions of Sale ("T&C"):

Articles 3 (Duration and Termination), 4 (Obligations of the Client), 6.1 (Billing and Payment Terms), 9 including the relevant article in the DPA attached to T&C (Data protection), 10 (Representation, warranties and remedies disclaimer), 11 (Indemnification and limitation of liabilities), 12 (Force Majeure), 14 (Governing law and Jurisdiction), 15.1 (Non circumvention), 15.3 (Assignment) , 15.5 (Amendments and Waivers) and 15.8 (Non-solicitation).

Client:

Signature:

Print Name:

Title:

Date:

ANNEX 2

DATA PROCESSING ADDENDUM

The Client shall be referred as “**Controller**” and the Provider as “**Processor**” or each party as “**Party**” and collectively referred to as the “**Parties**”.

1. INTERPRETATION

1.1. Interpretation. All the terms used in this DPA shall have the meaning ascribed in the GDPR and in the T&C.

2. DURATION

2.1. This DPA shall apply to any existing Agreement between the Controller and Processor.

3. PROCESSOR DUTIES

3.1. The Processor warrants and undertakes in respect of all personal data that it processes on behalf of the Controller that at all times:

- i. it shall only process such personal data on written instructions by the Controller, unless the Processor is obliged to process the personal data according to the DPR. If so, the Processor shall notify the Controller of such legal obligation before commencing the processing and shall only process the personal data once the Processor and Controller have agreed in each case that such processing is in compliance with the DPR;
- ii. it shall process Personal Data only in carrying out the Services and, if that be the case, Provisioning Services. In case the processing required by the Controller is outside of the scope of this DPA, the Parties shall agree in writing how to manage such processing and under which terms and conditions, provided that a legal basis for processing exists;
- iii. upon termination of this DPA for any cause, and upon written request of the Controller, all Personal Data shall be destroyed or returned to the Controller, unless otherwise prohibited by any applicable law;
- iv. it shall participate in discussions with the Controller and the data protection authority and implement any recommendation from the Controller or the data protection authority regarding the processing of personal data;
- v. it shall promptly inform the Controller if: (a) any data protection authority contacts the Processor regarding the Services or the processing activities covered by this DPA; (b) there is a request for the transfer or disclosure of Personal Data to the data protection authority or any other public authority, unless notification to the Controller is prohibited by law; (c) there is a request for access, correction, blocking or deletion of Personal Data directly from the data subject or from a third party.
- vi. it shall cooperate with - and promptly assist - the Controller, if there is a request from a data subject to exercise his/her rights related to the personal data processed by the Processor according to this DPA.

3.2. If the Processor deems an instruction to be in breach of DPR, the Processor shall promptly inform the Controller. Should the Processor and the Controller be unable to come to an agreement on the duties as described above related to processing of personal data, the Parties shall jointly choose and appoint an outside counsel to opine on the matter. Such counsel's opinion shall be final. The payment of such outside counsel shall be split between the Parties.

4. SECURITY MEASURES

4.1. Security measures. The Processor shall undertake to implement and maintain appropriate and sufficient technical and organisational measures to protect such personal data against unauthorised, accidental or unlawful destruction or loss, damage, alteration, unauthorised disclosure or access to data stored or otherwise processed, to ensure compliance with the DPR.

4.2. Special categories of data or data relating to criminal convictions and offences (collectively “Special Data”). The Client shall not upload any Special Data to the Products. However, in case the processing of Special Data is necessary to execute an Agreement, the Controller (i) must previously inform the Processor if it has the intention of processing Special Data, (ii) shall await from the Processor or Google authorisation to process accordingly, and (iii) shall be the only subject liable to evaluate whether the technical and organisational measures provided by the Products are sufficient to protect the Special Data.

5. SUBPROCESSORS

- 5.1. The Processor may subcontract its processing of personal data under this DPA to any other person or entity (the “**Sub-Processor**”) at the following conditions: (i) appointing the Sub-Processor in writing in accordance with art. 28 of GDPR, (ii) all the costs and expenses related to the Sub-Processor appointment is borne by the Processor, (iii) complying with the cross border data transfer regulations, in the case of a Sub-Processor established outside of the European Economic Area.

6. DATA BREACHES

- 6.1. Data breach notification. The Processor shall notify the Controller not later than seventy two (72) hours after having become aware of any data breach related to the data processed in accordance with this DPA. The notification shall include any necessary documentation or information enabling the Controller, where necessary, to notify the breach to the competent supervisory authority.
- 6.2. Cooperation. The Processor shall cooperate with the Controller and take all reasonable commercial steps, as directed by the Controller, to assist in the investigation, mitigation and remediation of each such personal data breach.

7. CROSS BORDER TRANSFER OF DATA

- 7.1. The Processor in case of transfer of Personal Data to countries outside the EEA shall comply with paragraphs 44 and subsequent of the GDPR. In case of international data transfers, the Standard Contractual Clauses shall apply for the applicable modules and the relevant data supervisory authority would be the Italian Data Protection Supervisory Authority for Italian Client and the Maltese IDCP for all the other Clients.

8. PERSONAL DATA DETAILS

- 8.1. Personal data processed. Personal Data processed: personal information, email address, IP address.

[End of Document]