

Master Subscription Agreement (MSA)

This Master Subscription Agreement ("MSA" or "Agreement") governs access to and use of the software products and related maintenance and support services provided by SIC S.r.l. ("SIC" or "Provider") to the entity identified in the applicable Order Form ("Customer").

By accepting this Agreement, including by signing an Order Form or purchasing or activating the Service, the Customer acknowledges that it has read and accepted the terms set forth herein. If the Agreement is accepted on behalf of a company or other entity, the person accepting it represents that they have the necessary authority to bind such entity.

The subscription to the Service is made through one or more Order Forms, which specify at least the Product or Service purchased, the term, licensing metrics, fees and, where applicable, additional services. Unless otherwise stated in the Order Form or Product documentation, the Service is designed to operate on the Salesforce platform. The Customer acknowledges that certain features depend on the availability, APIs, limits, licenses and characteristics of the Salesforce platform and any third-party services.

Definitions

"Customer"	the legal entity that signs the Order Form or accepts this Agreement.
"Customer Data"	data, content, documents and information entered, generated or processed by the Customer or its Users through the Service.
"Documentation"	the functional and technical documentation for the Service made available by SIC.
"Order Form"	the document, including in electronic form, identifying the Services purchased, quantities, term, prices and specific commercial terms.
"Salesforce Org"	the Customer's Salesforce organization in which the Service is installed or with which it interoperates.
"Service"	the SIC software product provided on a subscription basis and any ancillary services specified in the Order Form.
"User"	an individual authorized by the Customer to use the Service and, where required, holding a compatible Salesforce license.

1. SERVICES

1.1 Users

For Services offered on a "per user/month" subscription basis, the Customer may use the Services up to the maximum number of Users specified in the Order Form.

For Services offered on a "per organization/month" subscription basis, the Customer may use the Services within the applicable metric and any thresholds specified in the Order Form.

Where the Service requires Salesforce, each User must hold an active and compatible Salesforce license. Not all Salesforce license types are necessarily compatible. The Customer is responsible for verifying the availability of the required Salesforce licenses and ensuring that individual credentials are not shared among multiple persons, except as expressly permitted by Salesforce.

During the subscription term, subject to applicable technical and commercial limitations, user accounts may:

- be reassigned from one User to another;
- be suspended, without entitlement to a refund for the remaining period;
- be excluded from renewal at the next expiration date, subject to the non-renewal terms set forth in the Agreement.

The Customer may add additional Users during the subscription term at the commercial terms applicable on the activation date, unless otherwise agreed in the Order Form.

1.2 User Access

The Services are provided solely on a subscription basis and are not sold. The Customer acquires no ownership rights in the software.

For the duration of the trial period and, thereafter, the subscription, SIC grants the Customer a limited, non-exclusive and non-transferable right, except as provided in Section 11.3, to access and use the Services for its internal business purposes, within the limits of the Order Form and this Agreement.

The Customer remains responsible for all costs and obligations relating to hardware, software, connectivity, network access, Salesforce licenses and other third-party services required to use the Service.

If SIC ceases or substantially reduces its business operations, SIC will use commercially reasonable efforts to ensure continuity of the Service until the subscription expires, where technically and legally possible, subject to the provisions regarding force majeure and third-party services.

1.3 Responsibility for Use

The Customer is responsible for:

- use of the Service by its Users;
- the legality, quality, accuracy and origin of Customer Data;
- obtaining the authorizations and legal bases required for the data entered or processed;
- adopting appropriate credentials and access configurations;
- its Users' compliance with this Agreement;
- not using the Service to store, transmit or process unlawful content, content that infringes third-party rights or content that violates applicable law.

The Customer must not use the Service in a manner that compromises its security, integrity or availability or circumvents technical or contractual limits.

1.4 Processing of Personal Data.

The Customer retains all right, title and interest in and to Customer Data. The Customer grants SIC only those rights necessary to provide, maintain, protect and support the Services in accordance with this Agreement.

Unless otherwise stated in the Documentation or Order Form, Services designed to operate natively in the Salesforce Org process Customer Data primarily within the Customer's Salesforce environment. However, specific features, integrations, support activities or optional services may involve access to or transmission of certain Customer Data to SIC or third-party providers.

Each Party shall process personal data in accordance with Regulation (EU) 2016/679 ("GDPR") and applicable law. The Parties' privacy roles shall be determined on the basis of the processing activities actually performed and not merely by contractual characterization.

Where SIC processes personal data on behalf of the Customer as a processor, such processing shall be governed by a Data Processing Agreement ("DPA") compliant with Article 28 GDPR, incorporated into this Agreement or executed separately. Where applicable, the DPA shall govern documented instructions, confidentiality, technical and organizational measures, subprocessors, assistance to the Customer, deletion/return of data and audits.

For processing activities in which SIC independently determines the purposes and means, SIC shall act as an independent controller in accordance with its privacy notice.

1.5 Use Limitations.

The Services may be subject to:

- the limitations specified in the Order Form or Documentation or implemented in the Service;
- the technical and contractual limits of the Salesforce platform, including APIs, storage, governor limits, licenses and available features;
- the limitations of any integrated third-party services.

Such limitations and the characteristics of third-party services may be changed by their respective providers. SIC is not responsible for unavailability, limitations or changes directly attributable to Salesforce or other third-party providers and beyond SIC's reasonable control.

SIC shall use commercially reasonable efforts to keep the Service compatible with the supported Salesforce versions and features identified in the Documentation. If a change to Salesforce or a third-party service requires substantial adaptations, SIC may modify the Service, Documentation or affected features, provided that SIC shall not materially reduce the essential features purchased during the subscription term, except for causes beyond SIC's reasonable control.

1.6 Editions and Release Updates

Unless the Product provides for a different configuration, all Users of the same Salesforce Org shall use the same edition of the Service.

Updates, patches and fixes made available by SIC form an integral part of the Services and are subject to this Agreement. SIC may update the Service to correct defects, improve security and performance, or maintain compatibility with Salesforce and other third-party services.

SIC does not guarantee the release of any specific future features. Downgrading to an edition of the Service lower than the edition in use or subscribed to is not contemplated or permitted under any circumstances.

1.7 Processes and Features

The subscription covers the features made available in the version of the Service applicable to the Customer and described in the Documentation or Order Form.

Unless expressly committed to in writing in the Order Form, information relating to roadmaps, future features, release dates or product developments is for information purposes only and does not constitute a contractual obligation or condition of purchase.

1.8 Warranty

SIC warrants that, during the subscription term, the Service will operate substantially in accordance with the applicable Documentation when used in accordance with this Agreement and the stated technical requirements. If the Customer reports a non-conformity and provides sufficient information to reproduce it, SIC shall use commercially reasonable efforts to correct the malfunction or provide a workaround. If SIC is unable to remedy a material non-conformity within a reasonable period, the Customer may terminate the Order Form for the affected Service and obtain a pro rata refund of prepaid fees attributable to the period after termination.

Except as expressly provided in this Agreement and to the extent permitted by law, SIC does not warrant that the Service will be free from all errors or interruptions or compatible with any software, platform, configuration or third-party service not identified as supported. SIC shall not be liable for malfunctions caused solely by Salesforce, other third-party services, Customer configurations, use contrary to the Documentation or unauthorized modifications.

1.9 Configuration Support and Usage Assistance

Where purchased under the Order Form, Configuration Support is an additional service intended to assist the Customer with the initial configuration of the Product, explain its features and resolve configuration-related issues. Where purchased under the Order Form, Usage Assistance Support is an additional service, normally provided for the first three months of use unless otherwise specified, intended to assist the Customer in using the main features, provide operational guidance and best practices, and collect feedback.

Unless expressly stated in the Order Form, support services do not include custom development, ongoing administration of the Salesforce Org, data entry, data cleansing, legal/privacy advice or work on third-party products.

Support hours, channels, priority classifications, target response times and other operating conditions may be governed by a Support Policy or SLA referenced in the Order Form.

2. FEES AND PAYMENT

2.1 Fees

Subscription fees and metrics are set forth in the Order Form and may include, by way of example, per user/month or per organization/month fees, Configuration Support or Usage Assistance Support.

Unless otherwise stated in the Order Form, subscriptions are invoiced annually in advance. Fees relate to the availability of the Service during the contractual period and not to its actual use and, except as expressly provided in the Agreement, are non-refundable.

The number of Users or other purchased quantities may not be reduced during the current subscription term. Any increases shall be invoiced as specified in the Order Form or, if not specified, at the prices applicable on the date of the increase.

2.2 Taxes

Fees do not include VAT, taxes, duties or other applicable charges, unless otherwise stated. The Customer is responsible for paying taxes applicable to its purchases, except for taxes on SIC's income, property, assets or employees.

Where SIC is legally required to collect or remit taxes payable by the Customer, such amounts shall be invoiced to the Customer unless the Customer provides valid exemption documentation.

2.3 Invoicing and Payment

The Customer shall provide complete, accurate and up-to-date billing information and an administrative contact.

Payments may be made using the methods specified in the Order Form. For card payments, the Customer authorizes the charging of fees due, including automatic renewals where applicable. For bank transfers, amounts are due within thirty (30) days of the invoice date, unless a different deadline is stated in the Order Form.

Invoices are issued annually in advance or at the different frequency stated in the Order Form.

2.4 Overdue Charges

If undisputed amounts are not paid when due, SIC may apply late-payment interest and any additional amounts provided for by Italian Legislative Decree No. 231 of 9 October 2002, where applicable.

SIC may also make renewals or new Order Forms subject to different payment terms and require reimbursement of reasonable documented costs incurred to collect debts, to the extent permitted by law.

2.5 Suspension of the Service

If undisputed overdue amounts remain unpaid, SIC may suspend the Service upon at least ten (10) days' prior written notice if the Customer has not cured the breach within that period.

To the extent reasonably possible, suspension shall be limited to the Services affected by the breach and shall not release the Customer from its payment obligations.

2.6 Payment Disputes

The Customer must notify SIC in good faith of any dispute relating to an invoice within thirty (30) days of its date, describing the reasons for the dispute and actively cooperating toward a resolution.

During a good-faith dispute, the measures under Sections 2.4 and 2.5 shall not apply solely to the reasonably disputed portion of the amount, provided that the Customer timely pays all undisputed amounts.

If the dispute concerns a malfunction of the Service, the Parties shall cooperate to determine its cause, impact and the remedy applicable under this Agreement.

3. SUBSCRIPTION AND AGREEMENT TERM

3.1 Subscription Term

The subscription begins on the date specified in the Order Form or, if later and so provided, on the date the Service is activated/installed, and remains in effect for the period stated in the Order Form or, if none is stated, for twelve (12) months.

Unless otherwise stated in the Order Form, the subscription automatically renews for successive periods of twelve (12) months unless either Party notifies the other of its intention not to renew at least thirty (30) days before expiration.

Notice of non-renewal may be given using the methods made available through the Service or by written notice to the contractual contact details.

Failure to exercise the right not to renew within the prescribed period shall result in renewal of the subscription at the commercial terms communicated by SIC.

Unless otherwise agreed, SIC may update the prices applicable upon renewal by notifying the Customer at least sixty (60) days before expiration. The new price shall apply only from the next renewal period.

3.2 Agreement Term and Trial Period

For trial Services, the Agreement begins upon activation and remains in effect until the period expires or the applicable usage limit is reached. Unless otherwise committed to in writing, SIC may modify or discontinue a free trial at any time.

For paid Services, the Agreement begins upon first acceptance and remains in effect until all Order Forms expire or are terminated.

Provisions that by their nature should survive shall continue to apply after termination pursuant to Section 11.5.

3.3 Early Termination

Either Party may terminate this Agreement or the affected Order Form by written notice:

- in the event of a material breach by the other Party that remains uncured for thirty (30) days after receipt of written notice describing the breach;
- with immediate effect, to the extent permitted by law, in the event of liquidation, insolvency or other bankruptcy or insolvency proceedings involving the other Party that make performance reasonably unlikely.

If the Agreement is terminated due to SIC's breach, the Customer shall be entitled to a pro rata refund of prepaid fees for the affected Service attributable to the period after the effective date of termination.

If the Agreement is terminated due to the Customer's breach, accrued amounts and, to the extent permitted by law, non-cancellable amounts relating to the current contractual period shall remain payable.

3.4 Effects of Termination and Data

Upon termination of the Service, the right to access and use it ends. The Customer is responsible for exporting its Customer Data from the Salesforce Org or systems under its control before termination, unless a different feature or service has been agreed.

With respect to any personal data or Customer Data held by SIC outside the Salesforce Org, SIC shall return or delete such data in accordance with the DPA, the Documentation and applicable legal obligations.

4. THIRD-PARTY SERVICES AND PROVIDERS

4.1 Interoperability with Third-Party Services

The Services may interoperate with applications or services provided by third parties, including, by way of example, Salesforce, Google, artificial intelligence services, OCR or other services identified in the Documentation or Order Form.

Use of such services may be subject to the applicable provider's terms. SIC does not control the availability of or changes to third-party services. If a provider discontinues or modifies a service required for interoperability, SIC shall use commercially reasonable efforts to identify an alternative solution where reasonably available.

If a change to a third-party service makes a purchased essential feature permanently unavailable and SIC cannot provide a substantially equivalent alternative within a reasonable period, the Parties shall cooperate in good faith to identify an appropriate commercial remedy, which may include termination solely of the affected Service and a pro rata refund for the unused prepaid period.

4.2 Access to Data by Third Parties

When the Customer enables or requests an integration with a third-party service, the data necessary for interoperability may be disclosed or made accessible to the relevant provider.

SIC is not responsible for processing activities independently performed by the third-party provider outside SIC's instructions and control. If, however, SIC uses the third party as a subprocessor on behalf of the Customer, the DPA and the applicable subprocessor rules shall apply.

The Customer is responsible for assessing and authorizing third-party integrations that it activates directly.

4.3 Artificial Intelligence Features

Where the Service includes artificial intelligence or generative AI features, the Documentation or Order Form shall identify, where relevant, how inputs and outputs are processed and whether third-party providers are used.

The Customer is responsible for verifying outputs before using them for decisions or activities that may have significant legal, economic or operational effects. Unless expressly warranted in writing, outputs generated using AI may contain errors, omissions or non-deterministic results.

SIC shall not use Customer Data to train third-party or proprietary AI models without the Customer's express authorization or unless otherwise clearly stated in the Order Form/DPA.

5. PROPRIETARY RIGHTS

5.1 SIC Rights

Subject to the limited rights expressly granted to the Customer, SIC and its licensors retain all right, title and interest in and to the Services, Documentation, updates, underlying technologies and related intellectual property rights. No rights are granted to the Customer by implication.

5.2 Restrictions

Except as permitted by mandatory law or expressly authorized in writing, the Customer may not:

- allow unauthorized third parties to access the Services;
- copy, duplicate or create derivative works of the Service or Documentation;
- decompile, disassemble, reverse engineer or attempt to derive the source code;
- circumvent technical limitations or licensing mechanisms;
- access the Service to build a competing product or service or copy protected features, interfaces or elements;
- resell, sublicense or make the Service available to third parties except as expressly authorized.

5.3 Feedback

If the Customer voluntarily provides suggestions, ideas or feedback relating to the Service, SIC may use them without restriction to improve its products and services, provided such use does not disclose the Customer's Confidential Information or identify the Customer without consent.

6. LIABILITY

6.1 Exclusion of Indirect Damages

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for indirect or consequential damages, loss of profits, loss of revenue, loss of business opportunities, loss of goodwill or business interruption, unless such damages fall within a category of liability that cannot be excluded or limited under applicable law.

This exclusion does not apply to fees payable by the Customer or to indemnification obligations expressly provided for in this Agreement.

6.2 Aggregate Limitation of Liability

Except as provided in Section 6.3, the aggregate liability of each Party arising out of or in connection with this Agreement, under any theory of liability, shall not exceed the amount of fees paid or payable by the Customer to SIC for the Service giving rise to liability during the twelve (12) months preceding the event giving rise to the claim. If the event occurs during the first twelve (12) months of the relevant subscription, the limit shall equal the fees paid or payable for the first twelve (12) months of the affected Service.

6.3 Exclusions from the Limitation

The exclusions and limitations set forth in Sections 6.1 and 6.2 shall not apply to the extent liability cannot be excluded or limited under applicable law, including in cases of willful misconduct or gross negligence.

Any specific liability limits expressly set forth in the DPA or Order Form shall remain applicable.

7. GOVERNING LAW, NOTICES AND JURISDICTION

7.1 Governing Law and Jurisdiction

This Agreement is governed by Italian law.

Unless otherwise required by mandatory law, the Court of Milan shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, including its formation, validity, interpretation, performance, expiration or termination.

Notices to SIC shall be sent to the contact details specified in the Order Form or to the following contact details, unless subsequently updated by written notice:

SIC S.r.l.
Bastioni di Porta Nuova, 21
20121 Milano
E-mail: info@sic-italia.com

8. CONFIDENTIALITY

8.1 Confidential Information

"Confidential Information" means information of one Party (the "Disclosing Party") disclosed to the other (the "Receiving Party") that is designated as confidential or that, by its nature and the circumstances of disclosure, should reasonably be considered confidential, including software, non-public Documentation, source and object code, credentials, business data, commercial and technical information, and trade secrets.

8.2 Confidentiality Obligations

The Receiving Party shall:

- use Confidential Information solely to exercise rights and perform obligations under the Agreement;
- exercise at least the same degree of care it uses to protect its own similar information and, in all cases, no less than reasonable care;
- limit access to employees, consultants, subcontractors and collaborators who need to know it and are bound by appropriate confidentiality obligations.

8.3 Exclusions and Required Disclosures

The confidentiality obligations do not apply to information that the Receiving Party can demonstrate:

- is or becomes public without breach of the Agreement;
- was already lawfully known without an obligation of confidentiality;
- is lawfully received from a third party without an obligation of confidentiality;
- is independently developed without use of the Confidential Information.

The Receiving Party may disclose Confidential Information if required by law or a competent authority, provided that it gives prior notice to the Disclosing Party where legally permitted and reasonably cooperates to limit the disclosure.

8.4 Term

The confidentiality obligations remain in effect for the term of the Agreement and for three (3) years after termination. For trade secrets and information that by law requires longer protection, the obligations shall continue for the period prescribed by applicable law or for as long as the information retains its status as a trade secret.

8.5 Security

Each Party shall implement reasonably appropriate technical and organizational measures to protect Confidential Information under its control.

Where SIC processes personal data on behalf of the Customer, the security measures applicable to the processing shall be described in the DPA or referenced security documentation. SIC assumes no responsibility for security measures of the Salesforce platform or third-party services to the extent such measures are beyond SIC's reasonable control.

The Customer remains responsible for the security of its Salesforce Org, access configurations, profiles and permissions, credentials, and its Users' devices, except for activities expressly entrusted to SIC.

9. INDEMNIFICATION

9.1 Indemnification by SIC

SIC shall defend the Customer against third-party claims alleging that the Service, when used in accordance with the Agreement, infringes a third party's patent, copyright, trademark or other intellectual property right, and shall indemnify the Customer for amounts finally awarded or agreed in a settlement by SIC.

This obligation does not apply to the extent the claim arises from: (i) modifications to the Service not made by SIC; (ii) combination with products or data not provided or approved by SIC, where the infringement would not otherwise have occurred; (iii) use contrary to the Agreement or Documentation; or (iv) continued use after notice to cease. In the event of a claim, SIC may, at its option and expense: obtain the right to continue use; modify or replace the Service with a substantially equivalent solution; or, if such remedies are not commercially reasonable, terminate the affected Service and refund on a pro rata basis the prepaid fees attributable to the unused period.

9.2 Indemnification by the Customer

The Customer shall defend and indemnify SIC against third-party claims arising from Customer Data, the Customer's unlawful or unauthorized use of the Service, or a breach attributable to the Customer of third-party rights or applicable law.

9.3 Procedure

The Party seeking indemnification must: (i) promptly notify the claim in writing; (ii) provide reasonable cooperation at the indemnifying Party's expense; and (iii) allow the indemnifying Party to control the defense and settlement. The indemnifying Party may not enter into a settlement that imposes admissions of liability, non-monetary obligations or payments not covered by the indemnification on the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld.

9.4 Nature of the Remedy

For intellectual property claims covered by Section 9.1, this Section sets forth the specific contractual remedy between the Parties, without prejudice to matters that cannot be excluded or limited under applicable law.

10. SEVERABILITY AND WAIVER

10.1 Severability

If any provision of the Agreement is held invalid, illegal or unenforceable, it shall be enforced to the maximum extent permitted or, if necessary, severed, without affecting the validity of the remaining provisions. The Parties shall cooperate in good faith to replace it with a valid provision that achieves, to the extent possible, the same economic and legal purpose.

10.2 Waiver

Failure or delay in enforcing a right or remedy does not constitute a waiver. Any waiver is valid only if made in writing by the Party granting it and applies solely to the specific case identified.

11. GENERAL PROVISIONS

11.1 Entire Agreement and Order of Precedence

This Agreement, the Order Forms, the DPA and other annexes or documents expressly incorporated constitute the entire agreement between the Parties with respect to their subject matter and supersede all prior understandings or communications.

In the event of a conflict, unless expressly stated otherwise, the following order of precedence applies: (i) the DPA, solely for personal data protection matters; (ii) the Order Form, for commercial and Service-specific terms; (iii) this MSA; and (iv) the referenced Documentation or policies.

Specific amendments to the Agreement are valid if agreed in writing by authorized representatives of the Parties.

11.2 Relationship Between the Parties

The Parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, employment relationship or mandate. Neither Party may bind the other without prior written authorization.

11.3 Assignment

Neither Party may assign the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, except to an affiliate or in connection with a merger, reorganization, acquisition or transfer of all or substantially all of the assets or business unit to which the Agreement relates, provided that the assignee assumes the obligations under the Agreement.

Assignment to a direct competitor of the other Party is not permitted without written consent. Any assignment in breach of this clause is ineffective to the extent permitted by law.

11.4 Force Majeure.

Neither Party is liable for delays or failures to perform, other than accrued payment obligations, caused by events beyond its reasonable control, including natural disasters, wars, governmental acts, widespread network or infrastructure outages, large-scale cyberattacks that could not reasonably have been prevented, and outages of critical providers not attributable to the affected Party.

The affected Party shall notify the other without undue delay and take reasonable measures to mitigate the effects and resume performance.

11.5 Survival

Provisions that by their nature should survive termination, including those relating to accrued payments, intellectual property, confidentiality, liability, indemnification, governing law and jurisdiction, shall remain in effect.

11.6 Notices

Contractual notices must be made in writing to the addresses specified in the Order Form or subsequently communicated. Notices of termination, non-renewal, formal dispute or contractual amendment shall be sent by certified electronic mail (PEC), registered mail, courier with proof of delivery, or email with acknowledgment of receipt, unless another method is agreed.

Operational and support communications may be made through the channels ordinarily made available by SIC.

11.7 Execution and Electronic Acceptance

The Parties recognize the validity of electronic signatures and signed PDF copies to the extent permitted by applicable law.

Execution or acceptance of the Order Form, including through an electronic process capable of documenting acceptance, constitutes the Customer's acceptance of this Agreement, and the Customer represents that the accepting person has the necessary authority.

The processing of personal data of the Customer's contacts for administrative, commercial and relationship-management purposes is governed by SIC's privacy notice.

11.8 Changes to Operating Policies

SIC may update the Documentation, Support Policy, Security Policy and other referenced operating policies, provided that such updates do not materially reduce the Customer's rights or essential features during a current subscription term. Material changes shall be communicated with reasonable advance notice where possible.