

CUSTOMER

Company Name: SOGEI S.p.A

Address: U.O Amministrazione, Bilancio e Teroreria
Via Mario Carucci 99
00143 Roma - Italy

Primary Contact: Dott. Sergio Andriola

Phone: +39 06 476 17426

Email: sandriola@sogei.it

Contabilita.fornitori@sogei.it

Billing Start Date: 1st July 2019

Billing Frequency: Quarterly (1st day of a calendar quarter)

LICENSOR:

Informa Global Markets (Europe) Ltd.

5 Howick Place
London SW1P 1WG

Primary Contact: Martin Brown

Phone: +44 (0)207 017 5214

Email: sales@informagm.com

Subscription Start Date: 1st July 2019

Initial Term: 1 year

Additional Terms:

Licensed Product(s)	Number of Authorized User(s)	Billing Currency	Total Subscription Fees (per month)
IGM All	Site Licence for Client Location Only	EUR	4,295.62
TOTAL			

This Order Confirmation Form and the Terms & Conditions attached (together, this "Agreement") constitute the entire agreement of the parties hereto with respect to the subject matter hereof. By signing below, the parties hereto agree to be bound by this Agreement as of the Billing Start Date set forth above.

Permitted Use:

Information made available through the Licensed Product(s) may be displayed, reformatted and distributed internally within the Customer's organization only in insubstantial portions for research and related work in the ordinary course of the Customer's business. No other internal or external dissemination of any portion of the Licensed Product(s) is permitted except as expressly indicated below.

Additional Permitted Use:

not applicable

Supplemental Provisions:

- For the avoidance of doubt, locations outside the Client Location specified above are excluded from this agreement.
- Starting 1st July 2019, the initial term of this agreement will be 1 year ("Initial Term").
- Subscriber may add Authorized Users throughout the term of the agreement by providing official notification via email to Licensor.
- Authorized User(s) are permitted to access the Licensed product(s) via the following delivery channels: Bloomberg or Thomson Reuters or Factset and www.informagm.com.
- Subscription Fees are exclusive of all applicable sales taxes and any other (local) taxes.
- IGM accepts that Sogei SpA will pay the invoices within 60 days from the end of the month in which they are received.
- This agreement will be governed and construed in accordance with English law, without prejudices to the application of Italian administrative laws and regulations concerning Italian State's contractual and payment procedures.

SOGEI S.p.A

BY:.....
(authorized signatory)

.....*(print name)*

TITLE:.....

DATE:

Informa Global Markets (Europe) Ltd.

BY:
(authorized signatory)

.....*(print name)*

TITLE:.....

DATE:

Terms & Conditions

Grant of License

Licensor grants to Customer a non-exclusive, non-transferable license to access and use the Licensed Product(s) solely as provided in the Order Confirmation Form. Customer will not acquire any ownership rights or intellectual property rights in the Licensed Product(s) by virtue of this Agreement, all of which belong to Licensor.

Limitation on Access

Access to the Licensed Product(s) shall only be available to Authorised User(s) and may not be shared with other persons, either internally or externally, except as expressly provided in the Order Confirmation Form. Customer shall comply with all laws, regulations and sanctions applicable to its access to and use of the Licensed Product(s). Licensor reserves the right to monitor Customer's use of the Licensed Product(s) to ensure compliance with the foregoing.

Passwords

Customer agrees to assume sole responsibility for the security of any passwords issued by Licensor to Authorised User(s) for accessing the Licensed Product(s). Such passwords are subject to cancellation or suspension by Licensor with notice at any time Licensor reasonably believes Customer has breached this Agreement.

Payment

Subscription Fees are payable in full not later than thirty (30) days after the Order Date set forth on the Order Confirmation Form. Except as expressly provided herein, the Subscription Fees are non-refundable.

Disclaimers

Although Licensor will endeavour to keep the underlying information made available from the Licensed Product(s) (the "**Content**") updated and accurate, the Content is voluminous and often changes. Accordingly, (i) Licensor cannot and does not warrant the accuracy or completeness of the Content, and (ii) Customer agrees that Licensor will not be liable to Customer or any third party for any adverse consequences arising as a result of the inaccuracy or incompleteness of the Content. Customer further agrees that Licensor will not be liable to Customer or any third party to whom Customer furnishes the Content for any trading, investment, commercial or other decisions based on or made in reliance on the Content.

Term

This Agreement shall continue in full force and effect for the term specified in the Order Confirmation Form unless earlier terminated as provided herein. The term of this Agreement shall automatically renew for additional periods of one (1) year each unless either party provides to the other written notice of its intention not to renew at least ninety (90) days prior to the expiration of the original, or any extended, term. Such renewal shall be on the same terms and conditions contained herein, except that the Subscription Fees payable for the renewal period shall be the Licensor's standard published rates then in effect for the Licensed Product(s).

If Licensor reasonably believes at any time that Customer has breached this Agreement, Licensor may deliver written notice to Customer specifying such breach in reasonable detail. If, within fifteen days after delivery of such notice, Customer has not cured such breach to the reasonable satisfaction of Licensor, or the parties have not otherwise agreed to amend this Agreement to address such breach, Licensor shall be permitted to immediately terminate this Agreement upon written notice to Customer, in which event Licensor shall not be required to refund any portion of the Subscription Fees to Customer on account of such termination.

If Customer reasonably believes that (i) Licensor has materially failed to provide Customer with access to the Licensed Product(s) or (ii) the scope or quality of the information made available through the Licensed Product(s) has materially diminished due to changes made by Licensor in the Licensed Product(s), Customer may deliver written notice thereof to Licensor specifying such failure and/or deficiency in reasonable detail. If, within fifteen days after delivery of such notice, Licensor has not cured such failure and/or deficiency to the reasonable satisfaction of Customer, or the parties have not otherwise agreed to amend this Agreement to address such purported failure and/or deficiency, Customer shall be permitted to terminate this Agreement, in which event Licensor shall refund a pro rata portion of the Subscription Fees to Customer (which Customer acknowledges shall be the sole liability of Licensor on account of such purported failure and/or deficiency).

Upon expiration or termination of this Agreement for any reason whatsoever, Customer shall, within ten (10) days thereafter, take such commercially reasonable action as shall be required to permanently delete the Licensed Product(s) from its information technology systems; provided that Customer may retain backup copies of Licensed Products solely to the extent necessary to comply with applicable laws, regulations and/or any bona fide information technology policy of Customer then in effect.

Indemnification

Licensor shall indemnify Customer and hold it harmless against all claims, causes of action, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim that Customer's use of the Licensed Product(s) strictly in accordance with this Agreement infringes upon or otherwise violates such third party's intellectual property rights.

Customer shall indemnify Licensor and hold it harmless against all claims, causes of actions, judgments, damages, fines or expenses (including reasonable attorneys' fees) arising from a third-party claim relating to Customer's use of the Licensed Product(s) other than in strict compliance with the terms of this Agreement and/or applicable law.

The indemnification obligations herein are contingent on a party giving notice to the indemnifying party promptly upon becoming aware of any claim for which it seeks indemnification (an "**Indemnity Claim**"). An indemnified party shall provide the indemnifying party with reasonable non-monetary assistance in the defence of an Indemnity Claim. The indemnifying party shall have the right to assume the defence of an Indemnity Claim with counsel of its choice, subject to the approval of such counsel by the indemnified party (which approval shall not be unreasonably withheld, conditioned or delayed). No indemnity obligation shall exist with respect to an Indemnity Claim that arises from a non-indemnifying party's gross negligence, wilful misconduct or breach of this Agreement.

Limitation of Liability

Except (i) in the case of fraud or intentional breach and (ii) with respect to a party's indemnification obligations herein, in no event shall either party be liable for any special, indirect, incidental, consequential or punitive damages (including, without limitation, losses or damages for any loss of data, profit, goodwill, anticipated savings, revenue or business), whether based on contract, tort or other legal theory, in connection with, arising out of or relating to this Agreement, the Licensed Product(s) and/or Customer's use of or inability to use the Licensed Product(s).

Data Protection

The Customer and Licensor agree that this data protection clause contained in Exhibit A of this Agreement outlines the parties' respective rights and obligations.

Miscellaneous

Any delay in performance of any obligation herein caused by conditions beyond the reasonable control of either party will not constitute a breach of this Agreement, provided that the delaying party has taken reasonable measures to notify the affected party in writing of the delay and uses commercially reasonable efforts to perform in accordance with this Agreement notwithstanding such conditions.

Any amendments of or waivers relating to this Agreement must be in writing signed by both parties.

This Agreement shall not be assignable by either party without the prior written consent of the other party, except that Licensor shall be permitted, without Customer's consent, to assign this Agreement to any of its affiliates or in connection with a merger or consolidation involving Licensor or a sale of all or substantially all of Licensor's assets.

If the Customer or any other company or entity that benefits from this Agreement (together the "**Licensees**") merges with or acquires any interest or shares of a third party or any third party merges with or acquires such an interest in any Licensee ("**Transfer**"), the Customer shall promptly notify Licensor in writing of such Transfer and:

- (a) this Agreement shall remain in full force and effect;
- (b) Licensor may offer the Customer a revised License Fee for all Licensed Products Materials based on, amongst other things, the increased benefit the Customer receives from the Licensed Products due to the enlarged size and nature of the Customer's business following the Transfer ("**Extension Fee**"); and
- (c) unless and until the Customer pays the Extension Fee, the Customer agrees (and shall ensure as a primary obligation) that no employee, contractor or other personnel of the relevant third party shall access, use or benefit in any way from the Licensed Products Materials or shall be deemed to be Authorised User(s) under this Agreement.

It is the intent of the parties that Licensor will receive the Fees net of all applicable taxes including sales, VAT, service or withholding taxes ("**Taxes**"), all of which shall be paid solely by Customer. If, and to the extent that, any Taxes are levied upon, or found to be applicable to the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including any amount necessary to "gross up" for Taxes levied on the increase itself).

This Agreement is governed by and construed in accordance with English law, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in the courts of England and Wales.

In the event of any conflict between the terms of the Order Confirmation Form and these Terms & Conditions, the terms of the Order Confirmation Form shall govern to the extent of such conflict.

Exhibit A
Data Protection

1. Defined Terms

Unless where otherwise stated, definitions used in this clause shall have the meanings set out in the Agreement;

“Agreement”: the Order Confirmation Form and Terms and Conditions (including this Data Protection clause) between Licensor and Customer;

“personal data”, “controller”, “processor”, “processing”, “data subject” and “supervisory authority” shall have the meanings ascribed to them under the GDPR, as applicable;

“Agreed Purpose”: the performance by Licensor of its obligations under this Agreement including the promotion of the Licensed Products by the Licensor as further described in the Privacy Policy;

“Customer Data” means the personal data in whatever form or medium which is supplied, or in respect of which access is granted, to Licensor under this Agreement which shall be confined to the following categories of personal data: the first and last name, email address, location, phone number, job title and where necessary the bank account details of the Customer or where relevant its employees or contractors who wish to access the Licensed Products;

“Data Protection Law” means where applicable, the General Data Protection Regulation ((EU) 2016/679) (GDPR), the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time and all other national, international, regional, federal or other laws related to data protection and privacy that are applicable to any territory where Licensor processes personal data or is established;

“Privacy Policy” means the privacy policy available on the website of the Licensed Product;

“Reportable Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data transmitted, stored or otherwise processed;

“Third Party Recipient” means any contractor, subcontractor or other party engaged by Licensor in relation to its performance of the Agreement who is or will be processing Customer Data, whether as a controller or processor and who may be located outside of the European Economic Area.

2. For the purposes of this Agreement, the Customer and Licensor agree that each party:

- (a) acts as a controller in respect of the Customer Data;
- (b) shall only process the Customer Data in compliance with Data Protection Law and shall not cause itself or the other party to be in breach of Data Protection Law;
- (c) shall provide the other party with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to its processing of the Customer Data, and act reasonably in co-operating with the other party in respect of its response to the same; and

(d) shall act reasonably in providing such information and assistance as the other party may reasonably request to enable it to comply with its own obligations under Data Protection Law, including in the event of a Reportable Breach.

3. As the recipient of the Customer Data, Licensor shall:

- (a) use the Customer Data for the Agreed Purpose only or as necessary to comply with its requirements under any applicable law;
- (b) maintain all appropriate technical and organisational measures to ensure security of the Customer Data including protection against unauthorised or unlawful processing (including, without limitation, unauthorised or unlawful disclosure of, access to and/or alteration of the Customer Data);
- (c) be authorised to transfer and/or disclose Customer Data to Third Party Recipients, subject to the Licensor entering into a written agreement with such Third Party Recipients containing obligations which are no less onerous than those set out in this clause and provide details of such Third Party Recipients in the Privacy Policy.

4. Subject to the limitation of liability provisions in this Agreement, to the extent that Customer has an entitlement under Data Protection Law to claim from Licensor compensation paid by the Customer to a data subject as a result of a breach of Data Protection Law to which Licensor contributed, Licensor shall be liable only for such amount as it directly relates to its responsibility for any damage caused to the relevant data subject.