



SELLIGENT MARKETING CLOUD “SMS MESSAGES” SPECIFIC TERMS

(28/10/2020)

**“SMS MESSAGE” – SPECIFIC TERMS APPLICABLE UPON ORDERING OF SMS MESSAGE SERVICE
BY THE CLIENT**

(Online as of February 28, 2020)

1. Contractual Terms

By providing and using the SMS Message Service, each party respectively agrees to bind to these Specific Terms that are fully integrated in the Agreement between the Client and Selligent. In case of discrepancy between these Specific Terms and the Agreement, these Specific Terms shall prevail.

2. Scope and liabilities

2.1. Selligent, in its quality as reseller pursuant to a reselling agreement with a marketing message service supplier (hereafter the “Supplier”), will provide the Client with marketing messaging service supplied through the Supplier’s messaging and marketing platforms, the Supplier’s network infrastructure and a direct or indirect connection to the international mobile network described in Annex 1 to reach customers and companies’ customers in the countries outlined in article 3 (the “**Countries**”).

2.2. Client shall ensure that customers and companies’ customers’ numbers are correct and reachable.

2.3. Selligent may temporarily suspend the Service if maintenance of the Supplier’s platforms is needed or if any technical problem arises, giving a prompt advice, when possible according to the nature of the problem arisen, to the Client. The Supplier will anyway provide its best effort to shorten any maintenance’s intervention.

2.4.

2.4.1. Client will use the Service to provide its customers with SMS for information and marketing purposes to promote its services to the customers.

2.4.2. Selligent will make the Service available to the Client to provide him with a messaging service for information and marketing to promote their services to their own customers.

2.4.3. The Service must always be used by the Client through the respective user ID and password provided by Supplier.

2.5. Client always assume the responsibility of the text, links, numbers and in general of any content of the SMS (the “**Contents**”) sent through the SMS Message Service.

2.6. Client warrants and undertakes that it (i) will use the Service for lawful purposes and comply with all applicable laws and regulations relating to the sending and Contents of its SMS (including but not limited to, according to countries, the obligations on specific days and times for sending marketing SMS, clear indication in the SMS of the opt-out option for the customer who wants to opt-out from the Client database to avoid receiving further messages, customer’s pre-contractual information, prohibition over contents, sender’s alias pre-registration on Authorities databases, respect of law and order); (ii) continue to obtain all necessary permits, consents, authorisations or certifications for sending the SMS and the contents (including, without limitation, those from Customers, owners of database, copyrights or performing rights organisations) and that the content does not infringe the intellectual property or other rights of any person; (iii) provide promptly any information relating to the contents, reasonably requested by Selligent or requested by any network operator and/or legal, governmental, regulatory or statutory authority; and (iv) immediately comply with such directions as may be issued from time to time by a network operator and/or legal, regulatory, governmental and/or statutory authority in relation to the contents and will fully

cooperate with Selligent's request for assistance in conforming the Services to any new requirements or determinations. Client will immediately inform Selligent if any third party makes or threatens any claim or action against it, or Selligent.

2.7. Selligent reserves the right to immediately suspend the Service in case an unlawful or non-compliant use of it is ascertained. Client shall anyway indemnify and hold harmless Selligent from and against any action brought against Selligent, its officers, directors and employees, and shall pay all costs, liabilities, damages and attorney's fees finally awarded against Selligent or paid in settlement of such action to the extent such action is based on a third party claim that is arising from or relating to (i) any act or omission of the Client or its employees, agents or subcontractors in connection with its obligations under these Specific Terms or where it otherwise fails to comply with any legal, regulatory or governmental or network operator requirements relating to its use of the Service; (ii) any claim that the SMS Message infringes any intellectual property or other rights of any third party.

2.8. The Parties expressly agree that the total liability of Selligent under these Specific Terms, without prejudice to the application of mandatory laws, will not exceed the total amount of fees payable by the Client to Selligent for the Subscription Service subject to these Specific Terms during the six month period immediately prior to the event that gave rise to the liability.

3. Territory

The Countries to be reached by the Service are, among others (but not limited to):

Italy, Spain, Switzerland, Germany, France, Belgium, Austria, Ireland, Luxemburg, Nederland, Poland and UK

4. Commencement

SMS Message Service will be made available to Client upon payment of the sums agreed and pointed out in the following article 5.

5. Pricing

5.1. For the dispatch of each SMS sent, the prices defined in the Sales Order will apply.

5.2. The prices mentioned above may vary depending on international mobile operators and aggregators. In that case, Selligent will promptly notify Client and the new pricing will be applicable immediately.

5.3. The dispatching in some Countries may be affected depending on national or international regulatory bodies' provisions. In that case, Selligent will promptly notify Client and the Parties shall endeavour to negotiate a substitute provision achieving the same legal and economic effect, or as similar as possible, without being invalid or unenforceable and shall execute all MoUs and documents required in this connection.

5.4. Client shall pay Selligent's charges according to the prices agreed upon pursuant to article 7, following the timeline outlined in the following paragraphs.

6. Termination

6.1. In the event that one of the Parties should breach any one of the obligations incumbent on it within the framework of the Agreement, the other Party may formally notify the former to remedy this breach

within a maximum of fifteen (15) calendar days, by means of a registered letter with acknowledgement of receipt. If, at the end of this period of fifteen (15) calendar days, the failing has not been or cannot be rectified, the other Party may cancel all or part of the Agreement as of right, by registered letter with request for acknowledgement of receipt, without prejudice for all damages which it might claim.

6.2. A Party may as well terminate the Agreement forthwith by giving the other Party a one month written notice of termination, saved for the possible damages suffered for the violation of the art. 5 above.

6.3. Notwithstanding the provisions of art. 5, if the Client shall fail, for any reason, to pay 2 (two) invoices, Selligent shall be entitled to immediately terminate the Agreement.

7. Orders for Companies

7.1. Purchase requests for the Service submitted by the Client for itself or on behalf of Companies ("Request") shall be in writing and sent to Selligent.

7.2. Request shall contain the following:

- a) Requested SMS volumes;
- b) Requested Countries of delivery of the SMS;
- c) Requested date of activation of the Service;
- d) Requested alphanumeric indicators for identifying the calling party in SMS to be used for corporate messaging services ("**Alias**") according to the deliberation number 42/13/CIR of the Italian Communications Authority ("**AGCom**") as lastly amended by AGCom deliberation number 61/18/CIR.

7.3. Selligent shall, within 10 (ten) business days of receipt of the Request from the Client, communicate in writing (email being an acceptable form of writing) a confirmation of the availability of the Service for the requested Countries, the date of activation of the Service and the quotation per SMS to be sent in each Country according to the requested volumes.

7.4. Client shall, within 7 (seven) calendar days, communicate in writing its acceptance of Selligent's proposal formulated as per art. 7.3. Client hereby agrees to the transfer of personal data to the extent necessary for the provision of the services. In each case where such transfer would be prohibited by Data Protection Law and Regulations in the absence of the Standard Contractual Clauses established pursuant to the EU Commission Decision 2010/87/EU of 5 February 2010, Client hereby grants Selligent power of attorney to enter, in the name of and on behalf of the Client, into these Standard Contractual Clauses, deemed incorporated herewith by reference.

7.5. Selligent will then provide the Client with the Company account (user ID and password) to use the Service.