

SurveyEngine GmbH - Viktoria-Luise-Platz 7 - 10777 Berlin

IRPET · Regional Institute for Economic Planning
of Tuscany at Villa la Quiete alle Montalve
Dr. Patrizia Lattarulo
Via Pietro Dazzi, 1
50141 Florence
Italy
Italy

Work Order No. AB2206386

Date Jun 23, 2022

Reference UNISL_TUSC

Your customer no. 1701

Your contact Julie Sebastian

Work Order AB2206386 by proposal AN22051045

See Proposal (Offerta Tecnica) for a description of the project.

Client Content Delivery Schedule:

The following content packages comprise the entire scope of expected finalised, complete, signed off content from the client, as per section 8 in the T&Cs.

- Content Package 1: Final survey prepared for respondent recruitment
- Content Package 2: Sign-off of final data set deliveries within fourteen (14) days or by 30. September, 2022.

Payment Terms:

- 100% of project fees invoiced and payable upon project delivery; see Lettera Invito and tender documents for details.
- As per Lettera Invito, all invoices payable within 30 days from receipt of invoice.

The "SurveyEngine GmbH Terms & Conditions for the provision of services" apply to this Work Order which are attached below.

Deviating from those Terms & Conditions the parties hereby agree on the following special conditions: terms and conditions listed in the tender documents and Lettera Invito take precedence.

Item	Description	Quantity	Unit price	Total price
1.	SurveyEngine Platform Subscription (Yearly) Standard yearly subscription fee for a single individual researcher; academic waiver of fee to another project within 12 months of kick-off date	1	1,500.00 EUR	0.00 EUR (Discount 100% 1,500.00 EUR)
2.	Project Management	6 h	125.00 EUR	750.00 EUR
3.	Fieldwork Management Respondent recruitment setup, quota and incentive management.	16 h	125.00 EUR	2,000.00 EUR
4.	Sample Supply - first 700 As described above	700	4.50 EUR	3,150.00 EUR
5.	Sample Supply - last 300	300	18.50 EUR	5,550.00 EUR

Item	Description	Quantity	Unit price	Total price
6.	External Respondent Surcharge Per external respondent data collection fee	200	2.50 EUR	500.00 EUR

Safety Costs

Total	11,950.00 EUR
Tax-exempt intra-community supply*	
Billing amount	11,950.00 EUR

*No VAT shown since place of service is in the EU, the reverse charge mechanism applies.

Service Terms

This offer is valid for 30 days upon issuance. In order to accept this offer, please sign this Work Order below and return to us via email.

SurveyEngine GmbH Terms & Conditions for the provision of Services

Last updated 26.05.2020

These Terms & Conditions for the provision of Services ("T&C") govern the provision of services by SurveyEngine GmbH, Viktoria-Luise-Platz 7, 10777 Berlin ("SurveyEngine") to its customers ("Customer").

1. SERVICES

1.1 From time to time, Customer and SurveyEngine may execute one or more work orders that describe the specific services to be performed by SurveyEngine (as executed, a "Work Order").

1.2 Each Work Order will expressly refer to these T&Cs, will form a part of these T&Cs, and will be subject to the terms and conditions contained herein.

1.3 SurveyEngine will perform the services described in each Work Order (the "Services") in accordance with the terms and conditions set forth in each such Work Order and these T&Cs.

1.4 SurveyEngine will perform all Services through its executives and employees. Furthermore, SurveyEngine may perform all Services through subcontractors, unless the performance through subcontractors is expressly excluded under the relevant Work Order.

1.5 Unless expressly agreed otherwise under any Work Order, SurveyEngine shall render its Services as services (Dienstleistungen) within the meaning of Sec. 611 of the German Civil Code (BGB).

1.6 Should the parties agree on certain specific deliverables under any Work Order (such as designs, modules, software, products, documentation and other materials specified in the Work Order), SurveyEngine will deliver to Customer the deliverables in accordance with the delivery schedule and other terms and conditions set forth in the Work Order.

2. PAYMENT

2.1 As SurveyEngine's compensation for the performance of Services, Customer will pay SurveyEngine the fees specified in each Work Order in accordance with the terms set forth therein.

2.2 The applicable fees can be adjusted to reflect any changes in the scope of work.

2.3 Unless otherwise provided in the Work Order, the Customer shall pay all invoices within thirty (30) days after Customer receives the invoice.

2.4 Except as expressly provided otherwise in the Work Order, fees are non-refundable.

2.5 All fees are in Euros, and must be paid by the Customer to SurveyEngine in Euros.

2.6 The Customer will reimburse SurveyEngine for its reasonable, out-of-pocket and travel expenses incurred in performing the Services. SurveyEngine shall notify the Customer prior to incurring any such expense.

2.7 SurveyEngine is not registered for VAT outside of Germany and not required to charge German VAT for providing services outside the Germany when dealing with business customers. If VAT is applicable, SurveyEngine will bill the Customer for applicable taxes in addition to the services fees charged under the Work Order. The Customer is responsible for complying with its local tax obligations.

3. RELATIONSHIP OF THE PARTIES

SurveyEngine is an independent contractor and nothing in these T&Cs will be construed as establishing an employment or agency relationship between Customer and SurveyEngine or any SurveyEngine Personnel. SurveyEngine will determine, in SurveyEngine's sole discretion, the manner and means by which Services are accomplished.

4. IP RIGHTS

4.1 SurveyEngine owns all right, title and interest in and to the work results developed or created by SurveyEngine in connection with the provision of the Services ("SurveyEngine Materials") including all Intellectual property rights embodied therein and/or arising therefore and/ or relating thereto.

4.2 Neither these T&Cs nor the Customer's use of the Services grants the Customer ownership or any other right, title and interest in and to the to any SurveyEngine Materials, other than those rights specifically granted below.

4.3 Subject to full payment of the agreed service fee, the Customer will receive a non-exclusive, non-assignable, perpetual and worldwide right to use the SurveyEngine Materials solely for internal business operations limited to the scope of use specified in the Work Order.

4.4 Nothing contained herein should be construed as granting any license or right to use any SurveyEngine trademark or other brand elements without the prior written permission of SurveyEngine.

4.5 Nothing contained herein should be construed as granting any license or right to use any pre-existing materials or intellectual property rights of SurveyEngine without the prior written permission of SurveyEngine

4.6 The Customer owns all right, title and interest in and to the Customer content including all Intellectual property rights embodied therein and/or arising therefore and/ or relating thereto.

4.7 Neither these T&Cs nor the Customer's use of the Services grants SurveyEngine ownership or any other right, title and interest in and to any Customer content, other than those rights specifically granted below.

4.8 SurveyEngine will receive a non-exclusive, non-assignable, worldwide right to access and use the Customer content provided on the SurveyEngine Platform during the term of the Work Order solely as required for the provision of the Services.

4.9 Nothing contained herein should be construed as granting any license or right to use any Customer trademark or other brand elements without the prior written permission of Customer. If the Customer provides SurveyEngine with feedback about the Services, SurveyEngine may use the feedback without any obligation to the Customer.

4.10 All Results (as hereinafter defined) generated or derived by SurveyEngine shall be and remain the sole and exclusive property of SurveyEngine. On settlement of all fees, SurveyEngine will assign to Customer absolutely all its right, title and interest in and to the Results. Until payment of the final invoice is made, Customer shall have no right or title to the Results and SurveyEngine shall own all right, title and interest in and to all Results, any patent applications or other form of registration or intellectual property application (including trademark and copyright) filed or to be filed thereon, and any patents or registrations issued or copyrights obtained thereon.

4.11 For the purposes of these T&Cs, the term "Results" shall mean all property arising out of the services as set out in the Work Order and all information, data, data files, data analysis, statistical analysis, findings, test results, audio recordings, interview transcripts, discoveries, inventions, processes, methods, techniques, formulae, substances, specifications, studies, designs or improvements whatsoever, whether patentable or not, that are originated, conceived, derived, produced, generated, recorded, reduced to tangible form, discovered, invented or otherwise made or obtained during the course of the project but excluding Third-Party Materials (as hereinafter defined). For purposes of these T&Cs, the term "Third-Party Materials" means any data or other material obtained from proprietary databases maintained by third parties.

5. CONFIDENTIAL INFORMATION

5.1 Each Party may be granted access to Confidential Information (as defined below) of the other party during the term of the Work Order.

5.2 Each Party agrees that it will not use internally any Confidential Information of the other Party other than for the purpose of exercising its rights or performing its obligations hereunder, or disclose to any third party any Confidential Information of the other party except as permitted by these T&Cs or as authorised by the other Party's prior written consent. In no event will either Party use less care to maintain the Confidential Information of the other party than it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care.

5.3 "Confidential Information" means non-public information designated in writing as confidential by the disclosing party or by the nature of the information, or circumstances surrounding its disclosure, should reasonably be deemed to be confidential. Confidential Information includes (but is not limited to) pricing, the terms of these T&Cs, business methods, business plans, concepts, test results, information about either party's customers and prospects, information regarding either party's proprietary products and services.

5.4 Confidential Information does not include information that:

- (i) is or becomes publicly available through no act or omission of the other party;
- (ii) is disclosed to a third party by the owning party without restrictions on disclosure;
- (iii) is rightfully acquired by the recipient from a third party that was not under an obligation to hold the information in confidence;
- (iv) is independently developed by the recipient or;
- (v) is previously known to the recipient without non-disclosure obligations.

5.5 Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided, however, that the recipient of the Confidential Information shall first have given written notice to the discloser of the Confidential Information so that the discloser may seek an appropriate protective order.

5.6 The non-disclosure obligations set forth in this Section will survive the expiration or termination of the Work Order for a period of five (5) years.

6. LIMITATION OF LIABILITY

6.1 In case of wilful misconduct, SurveyEngine shall be liable according to the statutory provisions of applicable law.

6.2 In case of gross negligence, SurveyEngine shall be liable according to the statutory provisions of applicable law.

6.3 In case of ordinary negligence, SurveyEngine shall – provided that the standard of liability is not limited according to statutory provisions of applicable law (such as any limitation to the duty of care observed in own affairs) – only be liable for breach of material contractual obligations (material contractual obligations are obligations the breach of which endangers the purpose of the agreement and the fulfilment of which the Customer generally relies and may reasonably rely on); in this case SurveyEngine's liability shall be limited to the typical damages that were reasonably foreseeable. Therefore, indirect and consequential damages resulting from defects of the delivered goods and/or work are only eligible for compensation if such damages are typical and reasonably foreseeable and when the goods and/or work are used in conformity with its intended purpose.

6.4 The aforementioned limitations of section 6.3 do not apply to

- (i) damages resulting from injury to life, body or health;
- (ii) liability pursuant to the German Product Liability Act ("Produkthaftungsgesetz");
- (iii) the assumption of a guarantee for the condition of goods and/or work or fraudulent concealment of defects by SurveyEngine.

6.5 The aforementioned limitations of liability shall, subject to the provisions of section 6.4, apply to (i) any liability claims for whatever legal reason but in particular due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations in contractual negotiations and tort, as far as such claims are subject to fault, and (ii) any breach of duty by vicarious agents or any other person for whose conduct SurveyEngine can be held liable according to the statutory provisions of applicable law.

7. TERM AND TERMINATION

7.1 This Agreement will commence on the effective date of the Work Order and, unless terminated earlier in accordance with the terms of these T&Cs, will remain in force and effect for as long as SurveyEngine is performing Services pursuant to a Work Order.

7.2 Unless expressly specified otherwise in the applicable Work Order, no Work Order may be terminated without cause prior to the end of its term as agreed in the applicable Work Order.

7.3 Either party may terminate any Work Order if the other party breaches any material term of these T&Cs and fails to cure such breach within 30 days following written notice thereof from the non-breaching party.

8. CLIENT CONTENT AND VARIATION FEES

8.1 The Customer will provide each item in the Client Content Delivery Schedule as one single package that is complete, unambiguous, final and approved.

8.2 Content packages provided will always assumed to be final and ready to commit production resources. Re-issuance of a content package will be considered a major variation and may incur fees up to the entire total project fee.

8.3 Clients will be notified once 80% of the estimated hours have been used.

8.4 Any changes to the scope of work, including tasks requiring more hours than estimated or a change in the definition of sample, will require an approved variation to this work order (as per 2.2).

8.5 Revisions involving a significant change to the initial content (25% or more by word count) will be considered as a variation to this work order.

8.6 Sign-off of simulated data constitutes acceptance of logic, structure, format and code-plan prior to fieldwork.

8.7 Unless expressly agreed and stated in the Work Order, this estimate is for a maximum project term of 3 months. Extensions to the project term will be subject to a monthly project licence fee of €1,000 until project completion. Further, any variation to the scope of the Work Order will be charged for separately according to SurveyEngine's Rate Card (available on request).

8.8 Sample Supply: Any change in total sample size, incidence rate (as % of eligible respondent among the target population, length of interview (as median respondent duration of completed survey), target population or sample frame will require a variation (as per 2.2) to this work order.

8.9 Any screening or quota control questions must be within the first ten questions and within the first three minutes of the survey. Late screen-outs or overquota respondents will be treated as completes and charged for accordingly. A drop-out-rate in a survey of more than 25% of respondents starting the survey will require a variation (as per 2.2).

9. GENERAL

9.1 The Work Order including these T&Cs constitutes the entire agreement and understanding between the Customer and SurveyEngine. If there is a conflict or contradiction between the provisions of Work Order and these T&Cs, the relevant section of the Work Order shall prevail.

9.2 SurveyEngine's failure to enforce strict performance of any provision of these T&Cs does not constitute a waiver of the right to subsequently enforce such provision.

9.3 These T&Cs create no rights for third party beneficiaries.

9.4 If a provision of the Work Order is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the Work Order shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the Work Order, should the matter have been considered in advance. Any changes of or amendments to the Work Order must be in writing to become effective.

9.5 The Work Order, and the respective rights and obligations of the Parties hereunder, shall solely be governed by, and construed in accordance with, the laws of the Federal Republic of Germany, protection laws, excluding the UN Sales Convention. Exclusive place of jurisdiction shall be Berlin, Germany.

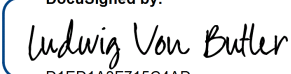
9.6 If performance by either Party is prevented, restricted or delayed due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of the Party due to perform, the Party so affected shall be excused from performance to the extent of such prevention, restriction or delay. No Party shall have any liability to any other Party for delay or non-delivery in the performance of its obligations under the Work Order, when attributable to acts of God, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, war, riots,

labour disputes such as strikes or lockouts, sabotage, unusually severe weather or any other cause beyond the reasonable control of such Party.

6/23/2022

Place / date

DocuSigned by:



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Signature / Stamp

Ludwig Von Butler