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SMEUP BSA S.R.L. TERMS AND CONDITIONS


202309 Edition




SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111
 www.smeup.com

 info@smeup.com
PEC smeupbsa@pec.it


C.F./ Reg.Imp e P. IVA 03474030289 - REA: BS - 606657 - Capitale Sociale € 500.000,00 i.v.
Società a socio unico - soggetta alla direzione e al coordinamento di SMEUP S.p.A.

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Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

 +39 030 7724111


 www.smeup.com
 info@smeup.com
 **PEC** smeupbsa@pec.it

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 +39 030 7724111

 www.smeup.com
 info@smeup.com
 **PEC** smeupbsa@pec.it

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1. End-User License Agreement (EULA)

DEFINITIONS

“Contract”, as referred to herein, shall mean the agreement in effect between the Parties, consisting of the “End-User License Agreement”, the “General Terms and Conditions” and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Offer signed
- B. End-User License Agreement
- C. General Terms and Conditions of End-User License Agreement

“Manufacturer”, as referred to herein, shall mean SMEUP BSA s.r.l. , in its capacity as Manufacturer of the Program and, as such, Holder of the Industrial and Intellectual Property Rights related to its Products.

“Retailer”, as referred to herein, shall mean any company officially authorized by the Manufacturer to license the Use of the Manufacturer’s Program. The Manufacturer as well may hold the qualification of **“Retailer”**.

“Customer or Licensee”, as referred to herein, shall mean the Party taking advantage of the Service provided by the Program.

“Party or Parties” of the Contract, as referred to herein, shall mean the Manufacturer/Retailer, the Customer and their successors and assigns.

“Program”, as referred to herein, shall identify all standard programs which are part of the generic release (version) intended for more than one Customer. The term **“Customized Program”**, on the other hand, shall identify all programs of which a specially modified version has been implemented at the request of the Customer, according to his specific needs.

“End-User License”, as referred to herein, shall identify the right granted by the Manufacturer/Retailer to use the Program against payment of a one-time fee or lump sum (Open-ended End-User License) or a fee with fixed deadlines (Fixed-Term End-User License), as specified in the End-User License Agreement.

“Nominal User”, as referred to herein, shall mean a person, application or device used to establish one or more connections to the Program that constitutes the object of the End-User License Agreement, or any component thereof.

“Competing User”, as referred to herein, shall mean a person, application or device in connection with the Program that constitutes the object of the End-User License Agreement or any component thereof.

“External User”, as referred to herein, shall exclusively mean a person who is not part of the business organization; by way of example but not limited to: customers and suppliers of the Customer. One-firm agents are also referred to as External Users. Conversely, employees, collaborators and one-firm agents of the Customer are not referred to as External Users.

A User with multiple connections to the Program is treated as a single User (either a nominal or external competitor). The End-User License may be issued according to the number of Competing Users or, alternatively, to the number of Nominal Users and to possible External

Users that will be entitled to use the license, irrespective of the machine/s on which the Program is installed.

The methods of release by number of Nominal or Competing Users are set out in the End-User License Agreement issued by the Manufacturer/Retailer and released to the Customer expressly indicated in the document and/or in the order form.

1. OBJECT OF LICENSE

1.1 The object of the Contract is the assignment to the Customer of non-exclusive and non-transferable use of the Program referred to in the End-User License Agreement.

1.2 The Program ordered by the Customer has been chosen by the Customer according to his needs and the equipment on which it is intended to be used. The Customer is solely responsible for choosing the program and for checking whether the equipment for which the Program is designed is configured accordingly.

1.3 By virtue of the End-User License Agreement, the Customer is entitled to examine and refer to the



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

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PEC smeupbsa@pec.it

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technical documentation or any other technical support literature made available by the Manufacturer as regards the programs covered by the End-User License Agreement. Such technical documentation may be released by the Manufacturer/Retailer either on a magnetic media provided with the standard program covered by the End-User License Agreement, or through an internet connection.

1.4 The supply of the Program version in source format is not included. Therefore, if agreed, it shall be mentioned separately in the End-User License Agreement. In addition, The End-User License Agreement does not include any other services such as: arrangement of the operational environment, customized programs, connections to other procedures, data conversion, uploading, etc.

1.5 Maintenance service, support, development and technical advice are not covered by the Contract. Sections and clauses thereto are governed by other documents and conditions.

1.6 Depending on the License obtained by the Manufacturer/Retailer, the Customer is entitled to:

A. Use the licensed Program for the number of either Competing or Nominal Users and for the External Users, if any, as set out in the End-User License Agreement;

B. Copy or translate the Program or a part thereof into an executable format. The Customer is also entitled to:

A. Request, upon written communication confirmed by the Manufacturer/Retailer of the Program, to increase the number of Users (either Nominal or Competing or External), it being understood that such change will entail the payment of an additional fee, to be agreed from time to time, for the adjustment of the End-User License.

B. Use the Program on several machines in such a way as to ensure the high reliability of the IT system, as well as to enable test and development environments;

C. Install the Program components covered by the End-User License Agreement on several machines, that perform the client function in client/server applications such as, but not limited to, the Looc.UP component of the Program. The use of the client component is only and exclusively permitted by Nominal or Competing Users referred to in the End-User License Agreement.

2. DURATION OF LICENSE

2.1 In the event of an open-ended End-User License Agreement, the effective date is the date on which the End-User License Agreement was signed, unless otherwise specified. In the event of a fixed-term End-User License Agreement, the effective date is specified in the License itself.

2.2 Unless otherwise agreed, the fixed-term End-User License Agreement is automatically renewed upon expiration of the period of validity for an equivalent period of time, unless terminated by one of the Parties by Certified Mail or by Registered Letter with acknowledgement of receipt, with prior notice:

- of at least 60 days before the expiration date in the event of the Client being the withdrawing Party;
- of at least 180 days before the expiration date in the event of the Manufacturer/Retailer being the withdrawing Party.

2.3 The Manufacturer/Retailer has the right, at any time, to withdraw from the Contract with prior notice of at least 180 days prior to the effective date, regardless of the reasons.

2.4 Within 30 days from termination of the fixed-term End-User License Agreement, the Customer undertakes to destroy or give back the original copy of the Program, as well as any full or partial copy thereof in any form, including translations, compilations, full and partial copies in the form of amendments, derivative works and updates, or incorporated into other programs.

2.5 The Customer may be required to submit a written confirmation that the obligations set out in Article 2.4. have been fulfilled.

3. PROPERTY OF THE PROGRAM

3.1 The End-User License Agreement is governed by the regulations in force under the Protection of Copyright and Neighbouring Rights (Copyright Law of Italy no. 633 of 22 April 1941, along with its various amendments).

3.2 The Program covered by the End-User License Agreement remains the sole property of the Manufacturer.

3.3 Customized programs made available by the Manufacturer/Retailer according to specific directions from the Customer, may be transferred by the Manufacturer/Retailer to other Customers and included, in whole or in part, in the Manufacturer/Retailer Standard Program, and nothing shall be due to the



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PEC smeupbsa@pec.it

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Customer, even if made upon request and analysis performed by the Customer himself.

4. RESTRICTIONS ON USE OF THE END-USER LICENSE AGREEMENT

4.1 The Customer is aware that the Program will be working only for the restricted number of Users (either Competing or Nominal or External) listed in the End-User License Agreement.

5. PROHIBITIONS

5.1 The Customer is forbidden from assigning or transferring to third parties the Contract, the End-User License or the Program, as well as any other right or obligation arising under the aforementioned documents, in the absence of a prior written consent by the Manufacturer/Retailer.

5.2 The Customer is forbidden from assigning to third parties sublicenses of the Program.

5.3 The use of the Program by third parties other than the Customer is strictly forbidden, whether for a fee or not, by local and/or remote connection, unless expressly authorized in writing by the Manufacturer/Retailer.

6. OBLIGATIONS

6.1 The Customer will arrange, at his own expense, machines, terminals, rooms, as well as electrical systems, cables and lines, in compliance with current technical standards.

6.2 The Customer is responsible for selecting and using the Program, as well as for the regular updating of the operating systems, in order for the Program to work properly.

6.3 The Customer declares he is aware of and agrees with the hardware and software prerequisites necessary for the Program to work properly.

6.4 The Customer remains solely liable for the technical and operational training of the staff responsible for using the Program.

6.5 It is the Customer's sole responsibility to put in place controls on data, processing and printouts resulting from the use of the Program.

6.6 It is the Customer's sole responsibility to:

- A. determine and take the necessary security procedures governing data access and privacy;
- B. arrange for the necessary periodic backup copies;
- C. update backups of customized programs after any changes thereto;
- D. keep updated his own copy of the Program.

6.7 The Customer undertakes to take the necessary steps and measures so that the persons authorized to access the Program commit themselves:

- A. not to transfer the Program to third parties in the absence of a prior written agreement by the Manufacturer/Retailer;
- B. not to make the Program available to third parties, unless they have been authorized by the Customer to have access to the Program for purposes strictly related to the licensed use of the Program;
- C. to reproduce and include any information related to copyright and any claim related to property rights in each licensed copy of the Program;
- D. to make sure that the program has been entirely erased prior to alienating or allocating any physical support of the program.

6.8 Failures or malfunctions of the Program, if any, must be reported to the Manufacturer/Retailer by Certified Mail or by Registered Letter with acknowledgement of receipt within 30 days from discovery.

6.9 Any change in the identification data of the Customer with which the End-User License was issued, in particular, any change in the corporate name, place of business or VAT number, must be reported to the Manufacturer/Retailer by Certified Mail or by Registered Letter with acknowledgement of receipt by no later than 8 days after the change occurred.

6.10 As of now, the Customer authorizes the Manufacturer/Retailer to access the system and undertakes to provide any data necessary to verify the Program under the End-User License, in particular, any information needed to verify the number of users (either Competing or Nominal or External) entitled to use the Program.

6.11 The Customer expressly entitles the Manufacturer/Retailer to use his name or his own brand and/or logo, as a reference on advertising material, either printed or posted on his website, unless



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www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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otherwise agreed.

7. WARRANTY ON THE PROGRAM

7.1 The Program is provided according to the latest release version available at the time of installation.

7.2 Without prejudice to the extent required by law, the Manufacturer/Retailer is unable to assure that the functions contained in the Program will meet the Customer's needs or that the Program's operations will be promptly fixed.

7.3 The warranty on the Standard Program under the End-User License involves providing a new release of the Program in order to prevent defects or malfunctions of the Program, provided that such defects are referable to the functions envisaged and outlined in the commercial descriptions of the application.

7.4 Time and methods used to remove defects shall be established by the Manufacturer/Retailer, depending on the type of malfunction and the problem reported.

7.5 The Program under the End-User License is licensed for evaluation or demonstration purposes and is provided without any warranty.

7.6 In the absence of a Maintenance Agreement for Application Programs, the warranty on the licensed standard Program expires at the release of a new version by the Manufacturer/Retailer. Should a new version be released within the minimum warranty term required by law, the Manufacturer/Retailer undertakes to provide the new version, in addition to removing the defect, without this entailing the obligation to sign a Maintenance Agreement for Application Programs.

7.7 If a Maintenance Agreement for Application Programs signed by the Customer exists, the warranty is extended for the entire lifetime of the Maintenance Agreement for Application Programs.

7.8 The warranty becomes ineffective in the event of hardware and/or software changes not permitted by the Manufacturer/Retailer that may affect the smooth operation of the Program.

7.9 The Manufacturer/Retailer shall not undertake any obligation and shall not provide any further warranty other than the one covered by this section.

8. LIMITATIONS OF MANUFACTURER'S/RETAILER'S LIABILITY

8.1 Unless otherwise provided by Law, the Customer agrees that the maximum limitation of Manufacturer's liability, or of Retailer's liability - in the event of the latter being a legal person different from the Manufacturer - for assessed damage of any kind or in any capacity caused by or connected with a malfunction of the Program, should be established as follows:

A. for the Fixed-Term End-User License, the refund of the amount paid by the Customer as a fee for the application form containing the programs that caused the damage, in addition to a fee due for the average number of Users of the Customer who actually use the application form that caused the damage, up to 10 Users;

B. for the Open-Ended End-User License, the refund of the amount paid by the Customer as a fee on a quarterly basis for the application form containing the programs that caused the damage, in addition to a quarterly fee for the average number of Users of the Customer who actually use the application form that caused the damage, up to 10 Users.

The right to compensation for any greater damage remains excluded.

8.2 In no event shall the Manufacturer/Retailer be liable for direct or indirect damages of any nature whatsoever that the Customer or third parties may suffer, including those arising from use or failure to use the Program or caused by errors in the Program.

8.3 Any indication supplied by the operating staff responsible for providing the End-User License shall not relieve the Customer of the sole responsibility of protecting his own data by taking appropriate security measures.

9. PAYMENT OF FEES

9.1 Payment terms and conditions are set out in the End-User License Form.

9.2 In the event of non-payment or late payment, default interest shall be due in the amount established by Legislative Decree n. 231/02.

9.3 Longer delays of more than 30 days might imply termination of the Contract or the suspension of



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

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info@smeup.com

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PEC smeupbsa@pec.it

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Service. The decision rests on the discretion of the Manufacturer/Retailer.

9.4 Should the Customer dispute, in whole or in part, an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 20 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and number of disputed invoice;
- B. disputed amount;
- C. reason for dispute;
- D. supporting documents, if any.

9.5 In the event of a Fixed-Term End-User License, the amounts are understood to include the Maintenance fee for Application Programs. At the beginning of each calendar year, the fee established in the Contract may automatically undergo an increase based on the ISTAT FOI cost of living index and the amount will be rounded up to the next integer.

9.6 The Manufacturer/Retailer, irrespective of the ISTAT FOI increase, shall be entitled to report the change in the Fixed-Term End-User License fee by written 90-day notice and without prejudice to the effective date from the calendar year. In this case, the Customer shall be entitled to withdraw from the Contract with a notice period of at least 60 days.

10. TERMINATION

10.1 The Contract shall be treated as terminated in the following cases:

- A. breach by the Customer of the obligations set forth in sections 5.1, 5.2, 5.3;
- B. breach by the Customer of the obligations set forth in sections 6.2, 6.3, 6.4, 6.5, 6.7;
- C. non-payment, incorrect or partial payment of fees due on account of the End-User License;
- D. tampering with the Program by unauthorized staff;
- E. in all cases where any other use contrary to the Law may be recognised;
- F. breach of the article under section 14.5.

10.2 Should any of the above circumstances occur, the Manufacturer/Retailer shall have the faculty to declare his intention to make use of the foregoing clause by Certified Mail or by Registered Letter with acknowledgement of receipt. The termination shall be effective on receipt of the above communication by the Customer.

10.3 In the event of termination, it being understood that the Manufacturer/Retailer is entitled to be indemnified for damage, no compensation is due to the Customer.

10.4 The Customer shall destroy all copies of the Program and all documents thereof within 30 days from the termination of the Contract. To this aim, the Customer entitles the staff of the Manufacturer/Retailer to access the premises and buildings of his Company to make sure that the cancellation has taken place or to perform it in person.

11. PRIVACY

11.1 The Manufacturer/Retailer undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the contract and shall require from his staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

11.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Manufacturer/Retailer, who shall be the owner of the exclusive right of exploitation.

11.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with the provisions of the Law on data protection and access to information.

11.4 A separated non-disclosure agreement shall form an integral part of the Contract that the Parties undertake to sign, along with the other contractual documents.



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PEC smeupbsa@pec.it

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12. FORCE MAJEURE

12.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Parties shall mutually inform each other about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

13.1 The Contract is governed by the Italian law.

13.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

14. FINAL CLAUSES

14.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

14.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

14.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

14.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.

14.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

14.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood as the sole legally binding document between the Parties.

15. PROCESSING OF PERSONAL DATA

15.1 The Parties undertake to comply with all obligations set out in Legislative Decree 196/2003 (Privacy Code), of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the "protection of natural persons with regard to processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data that apply to the services/activities under this Contract.

15.2 Either party acknowledges that any information relevant to the other Party, as well as personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be treated by the other Party in its capacity as the Owner, for strictly functional purposes connected with the establishment and performance of the Contract and in compliance with the information provided by either party pursuant to and for the purposes of article 13 of the GDPR that the other Party undertakes to disclose to its employees/collaborators, within the scope of its internal procedures.

15.3 It is understood that the data referred to in the foregoing section will be treated according to principles of lawfulness and fairness and so as to protect the fundamental rights and freedoms of the Parties concerned, in compliance with appropriate technical and organizational measures that shall be taken in order to provide an adequate level of security by use of manual and/or automated methods.

15.4 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this



SMEUP BSA S.R.L.

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+39 030 7724111

info@smeup.com

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PEC smeupbsa@pec.it

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Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP BSA is appointed as Data Processor pursuant to art. 28 of the GDPR.



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info@smeup.com

smeupbsa@pec.it

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Open-Ended End-User License Agreement for Application Programs (Facsimile form)

OPEN-ENDED END-USER LICENSE AGREEMENT FOR APPLICATION PROGRAMS

License:	N.	Year	
Int.Ref.:	N.	Year	Messrs:

Code	Description	Quantity	Price		Amount

Payment terms:	Total Amount net of VAT:	€
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The "End-User License Agreement" is governed by SMEUP BSA s.r.l. "General Terms and Conditions of End-User License Agreement for Application Programs" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

x _____

The clauses set out below and provided for by the "General Terms and Conditions of End-User License Agreement for Application Programs" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of License; 2. Duration of License; 3. Property of the Program; 4. Limitations of the End-User License; 5. Prohibitions; 6. Obligations; 7. Warranty on the Program; 8. Limitations of Manufacturer's/Retailer's Liability; 9. Payment of Fees; 10. Termination; 11. Privacy; 12. Force Majeure; 13. Applicable Law and Place of Jurisdiction; 14. Final Clauses; 15. Processing of Personal Data

x _____



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

C.F./ Reg.Imp e P. IVA 03474030289 - REA: BS - 606657 - Capitale Sociale € 500.000,00 i.v.
 Società a socio unico - soggetta alla direzione e al coordinamento di SMEUP S.p.A.

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Fixed-Term End-User License Agreement for Application Programs (Facsimile form)

FIXED-TERM END-USER LICENSE AGREEMENT FOR APPLICATION PROGRAMS

License:	N.	Year	
Int.Ref.:	N.	Year	Messrs:

Code	Description	Quantity	Price		Amount


Payment terms:	Total Amount net of VAT:	€
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The End-User License is governed by SMEUP BSA s.r.l. "General Terms and Conditions of End-User License Agreement for Application Programs" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

x_____

The clauses set out below and provided for by the "General Terms and Conditions of End-User License Agreement for Application Programs" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of License; 2. Duration of License; 3. Property of the Program; 4. Limitations of the End-User License; 5. Prohibitions; 6. Obligations; 7. Warranty on the Program; 8. Limitations of liability of the Manufacturer/Retailer; 9. Payment of Fees; 10. Termination; 11. Privacy; 12. Force Majeure; 13. Applicable Law and Place of Jurisdiction; 14. Final Clauses; 15. Processing of Personal Data, as well as the following clauses set forth in the General Terms and Conditions of the Maintenance Service for Application Programs: 1. Object; 2. Duration; 3. Exclusions from Service; 4. Limitations of Service; 5. Prohibitions; 6. Obligations; 7. Manufacturer's/Retailer's limitations of liability; 8. Payment of Fees; 9. Termination of Contract; 10. Privacy; 11. Force Majeure; 12. Applicable Law and Place of Jurisdiction; 13. Final Clauses; 14. Processing of personal data.

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2. Maintenance Service for Application Programs

DEFINITIONS

“Contract”, as referred to herein, shall mean the agreement between the Parties concerning the Maintenance Service for Application Programs, consisting of these “General Terms and Conditions”, the “Maintenance Form for Application Programs” and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Offer signed
- B. Maintenance Form for Application Programs
- C. General Terms and Conditions of Maintenance Service for Application Programs

“Manufacturer”, as referred to herein, shall mean SMEUP BSA s.r.l. , in its capacity as Manufacturer of the Program and, as such, Holder of the Industrial and Intellectual Property Rights related to its Products.

“Retailer”, as referred to herein, shall mean any company officially authorized by the Manufacturer to propose and license the Use of the Manufacturer’s Programs. The Manufacturer as well may hold the qualification of **“Retailer”**.

“Customer or Licensee”, as referred to herein, shall mean the Party taking advantage of the Service.

“Party or Parties” of the Contract, as referred to herein, shall mean the Manufacturer/Retailer, the Customer and their successors and assigns.

“Program”, as referred to herein, shall identify all standard programs which are part of the generic release (version) intended for more than one Customer. The term **“Customized Program”**, on the other hand, shall identify all programs of which a specially modified version has been implemented at the request of the Customer, according to his specific needs.

“End-User License”, as referred to herein, shall identify the right granted by the Manufacturer/Retailer to use the Program against payment of a lump sum (Open-ended End-User License) or a fixed rate (Fixed-Term End-User License), as specified in the End-User License Agreement.

“Nominal User”, as referred to herein, shall mean a person, application of device used to establish one or more connections to the Program that constitutes the object of the End-User License Agreement, or any component thereof.

“Competing User”, as referred to herein, shall mean a person, application or device in connection with the Program that constitutes the object of the End-User License Agreement or any component thereof.

“External User”, as referred to herein, shall exclusively mean a person who is not part of the business organization; by way of example but not limited to: customers and suppliers of the Customer. One-firm agents are also referred to as External Users. Conversely, employees, collaborators and one-firm agents of the Customer are not referred to as External Users.

A User with multiple connections to the Program is treated as a single User (either a nominal or external competitor). The End-User License may be issued according to the number of Competing Users or, alternatively, to the number of Nominal Users and to possible External Users that will be entitled to use the license, irrespective of the machine/s on which the Program is installed.

The methods of release by number of Nominal or Competing Users are set out in the Maintenance Service Agreement for Application Programs issued by the Manufacturer/Retailer and released to the Customer.

1. OBJECT OF SERVICE

1.1 The object of Service is the distribution, either directly or through a network of retailers, of new versions, either complete or partial, of the Program to Customers.

1.2 The Service shall apply to the last program release belonging to the Application Forms listed in the Maintenance Form for Application Programs being installed at the Customer’s premises, provided that all fees related to the End-User License have been paid.

1.3 The Service entitles the Customer to be informed, upon written request and for the entire lifetime of the Contract, either through magnetic media or via the Internet, about any changes and/or additions in the standard programs made by the Manufacturer/Retailer as a result of:



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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- A. amendments in laws and regulations in civil tax legislation, which induce necessary changes as part of the processing currently performed by the programs;
- B. changes made by the Manufacturer/Retailer to improve or boost the performance of the Program, also irrespective of the clause referred to in letter "a.", but exclusively related to the last version released;
- C. programs fixed or edited in order to remove any possible defect.
- 1.4 The Service, limited to the Maintenance Service Agreement for Application Programs related to Sme.UP ERP, entitles the Customer to receive, for the entire lifetime of the Contract, telephone technical support, up to 15 minutes a day, for application support on the Program.

2. DURATION OF SERVICE

- 2.1 The effective date of the Contract is the date on which the Agreement was signed, unless otherwise specified in the Contract. The Maintenance Service Agreement for Application Programs has a duration of one year from 1st January until 31st December. Should the Contract begin in a month other than January, the fee for the first year will be calculated in twelfths with effect from the month indicated in the Contract and up to the 31st December of the same year. Once adjusted to the calendar year, the Contract is automatically renewed from year to year, unless terminated by either Party by Certified Mail or by Registered Letter with acknowledgement or receipt at least 90 days before the deadline.
- 2.2 At the beginning of each calendar year, the fee established in the Contract may automatically undergo an increase based on the ISTAT FOI cost of living index and the amount will be rounded up to the next integer.
- 2.3 In any case, and irrespective of the ISTAT FOI increase, the Manufacturer/Retailer has the right to inform the Customer of any change in the Maintenance fee upon written notice of at least 60 days, with effect from the new calendar year. In such a case, the Customer is entitled to withdraw from the Contract at any time, upon written notice of at least 30 days.
- 2.4 Regardless of the reasons, the Manufacturer/Retailer is entitled to withdraw from the Contract at any time, upon written notice of at least 90 days prior to the effective date of withdrawal.

3. EXCLUSIONS FROM SERVICE

- 3.1 The Service does not apply in the event of legislative, tax, social security or contractual changes involving essential structural changes to the entire Program or substantial parts thereof.
- 3.2 Time and installation costs are not included in the Service.
- 3.3 Time for technical support, training for changes, conversions, data adjustment, customization adjustment to be made are not included in the Service.

4. LIMITATIONS OF SERVICE

- 4.1 Each copy of the Program will be working only for the maximum number of Competing or Nominal Users, as established in the Contract.
- 4.2 The Customer remains solely liable for the technical and operational training of the staff responsible for using the Program. In no event shall the telephone support replace the various services provided for staff training.
- 4.3 The Manufacturer/Retailer makes sure to fulfil all the interventions arising from the obligations under section 1.3, depending on the priority and severity of the requests received.
- 4.4 If provided, the Telephone Support Service will be available from Monday to Friday, 8-18 GMT+1, on weekdays only.
- 4.5 The Service shall not apply to solve problems involving special activities on data stored.
- 4.6 If provided, the Telephone Support Service is of 15 minutes a day. Any excess time will be charged to the Customer according to the rates established in the Project Offer or in the Rate Table for Application and System Support Service.

5. PROHIBITIONS

- 5.1 The Customer is forbidden from assigning or transferring to third parties the Service, as well as any other right or obligation arising under the aforementioned document, in the absence of a prior written



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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consent by the Manufacturer/Retailer.

6. OBLIGATIONS

6.1 The Customer is solely responsible for the correct program update in operational terms and is required to strictly follow the instructions thereof.

6.2 Prior to introducing any change, it is the Customer's responsibility to provide one or more copies of all the data affected by the Program, as a precaution.

6.3 The Customer undertakes to put in place controls on: data, processing and printouts after performing any update.

6.4 Any change in the data of the Customer, in particular, any change in the corporate name, place of business or VAT number, must be reported to the Manufacturer/Retailer by Certified Mail or by Registered Letter with acknowledgement of receipt by no later than 8 days after the change occurred.

6.5 The Customer expressly entitles the Manufacturer/Retailer to use his name or his own brand and/or logo on the pages of his own websites and/or any other media and entitles the latter to post the aforementioned distinctive signs on its Web pages, so as to enable the linking to the institutional website of the Manufacturer/Retailer.

7. LIMITATIONS OF MANUFACTURER'S/RETAILER'S LIABILITY

7.1 Unless otherwise provided by Law, the Customer agrees that the maximum limitation of Manufacturer's liability and/or of Retailer's liability – in the event of the latter being a legal person different from the Manufacturer – for assessed damage of any kind or in any capacity caused by or connected with the Maintenance Service of the Program, will imply the refund of 50% of the amount paid by the Customer, in the last Service year, as a fee for the Maintenance Service of the application form containing the program that caused the damage, in addition to a fee for the average number of Users of the Customer who actually use the application form that caused the damage, up to 10 Users. The right to compensation for any greater damage remains excluded.

7.2 In no event shall the Manufacturer/Retailer be liable for direct or indirect damages of any nature whatsoever that the Customer or third parties may suffer, including those arising from use or failure to use the Program or caused by errors in the Program.

7.3 Any indication supplied by the operating staff of the Manufacturer/Retailer shall not relieve the Customer of the sole responsibility of protecting his own data by taking appropriate security measures.

8. PAYMENT OF FEES

8.1 In the event of non-payment or late payment, default interests shall be due in the amount established by Legislative Decree 231/02.

8.2 Longer delays of more than 30 days might imply termination of the Contract or the suspension of Service. The decision rests on the discretion of the Manufacturer/Retailer.

8.3 Should the Customer dispute, in whole or in part, an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 20 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and Number of disputed invoice;
- B. disputed invoice;
- C. reason for dispute;
- D. supporting documents, if any.

9. TERMINATION

9.1 The Contract shall be treated as terminated in the following cases:

- a. breach by the Customer of the obligations not to transfer the Program, as provided for under article 5 of the End-User License Agreement;
- b. non-payment, incorrect or partial payment of fees due on account of the Maintenance Service or



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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End-User License Agreement, as established in the Contract;

- c. tampering with the Program by unauthorized staff of the Manufacturer/Retailer;
- d. breach of the article under section 13.5.

9.2 Should any of the above circumstances occur, the Manufacturer/Retailer shall have the faculty to declare its intention to make use of the foregoing clause by Certified Mail or by Registered Letter with acknowledgement of receipt. The termination shall be effective on receipt of the above communication by the Customer.

9.3 In the event of termination, it being understood that the Manufacturer/Retailer is entitled to be indemnified for damage, no compensation is due to the Customer.

10. PRIVACY

10.1 The Manufacturer/Retailer undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the contract and shall require from his staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

10.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Manufacturer/Retailer, who shall be the owner of the exclusive right of exploitation.

10.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with the provisions of the Law on data protection and access to information.

10.4 A separated non-disclosure agreement shall form an integral part of the Contract, that the Parties undertake to sign, along with the other contractual documents.

11. FORCE MAJEURE

11.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Parties shall mutually inform each other about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

12. APPLICABLE LAW AND PLACE OF JURISDICTION

12.1 The Contract is governed by the Italian law.

12.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

13. FINAL CLAUSES

13.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

13.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

13.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

13.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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13.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

13.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood as the sole legally binding document between the Parties.

14. PROCESSING OF PERSONAL DATA

14.1 The Parties undertake to comply with all obligations set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the “protection of natural persons with regard to processing of personal data and on the free movement of such data” (hereinafter “GDPR”), as well as the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data.

14.2 By accepting the Contract, the Customer acknowledges that the personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract, will be submitted to SMEUP BSA and treated by the latter in its capacity as the Owner for the performance of the Contract for strictly functional purposes.

14.3 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP BSA is appointed as Data Processor pursuant to art. 28 of the GDPR, as set out in the deed of appointment attached to this Contract.



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Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

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PEC smeupbsa@pec.it

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Maintenance Form for Application Programs (Facsimile form)

MAINTENANCE FORM FOR APPLICATION PROGRAMS

Maintenance: N.		dd.
Int.Ref.: N.	Year	Messrs.:
Effective date of maintenance fee:		

Code	Description	Quantity	Price		Amount

Payment Terms:	Total Amount net of VAT:	€
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The "Maintenance and Telephone Support Service for Application Programs" is governed by SMEUP BSA s.r.l. "General Terms and Conditions of Maintenance Service for Application Programs" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

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The clauses set out below and provided for by the "General Terms and Conditions of Maintenance Service for Application Programs" are expressly approved pursuant to article 1341 and 1342 of the Civil Code: 1. Object of Service; 2. Duration of Service; 3. Exclusions from Service; 4. Limitations of Service; 5. Prohibitions 6. Obligations; 7. Limitations of liability of the Manufacturer/Retailer; 8. Payment of Fees; 9. Termination; 10. Privacy; 11. Force Majeure; 12. Applicable Law and Place of Jurisdiction; 13. Final Clauses; 14. Processing of Personal Data.

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3. Telephone Support Service: Help Desk

DEFINITIONS

“Contract”, as referred to herein, shall mean the agreement in effect between the Parties for the Telephone Support Service: Help Desk, consisting of the “General Terms and Conditions”, the “Activation Form for Telephone Support Service: Help Desk” and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Activation Form for Telephone Support Service: Help Desk
- B. Technical Sheet
- C. General Terms and Conditions of Telephone Support Service: Help Desk

“Supplier”, as referred to herein, shall mean SMEUP BSA s.r.l. , or any other affiliated company committed to providing the Services covered by these “General Terms and Conditions”. **“Customer”**, as referred to herein, shall mean the Party taking advantage of the Service provided.

“Party or Parties” of the Contract, as referred to herein, shall mean the Manufacturer, the Customer and their successors and assigns.

“Third Parties”, as referred to herein, shall mean all persons, individuals, legal entities and/or entities other than the Supplier or the Customer.

“Activation Form for Telephone Support Service: Help Desk”, as referred to herein, shall mean the document signed by the Customer and describing the Services provided by the Supplier. A **“Technical Sheet”** detailing the Services provided by the Supplier may also be attached to the document.

“Service”, as referred to herein, shall mean any kind of activity or service performed by the Supplier for the benefit of the Customer, as provided for under these “General Terms and Conditions of Telephone Support Service: Help Desk”, as well as in the “Technical Sheet”, if any.

1. OBJECT OF SERVICE

1.1 The object of Service is the first- and/or second-level telephone technical support provided in compliance with these “General Terms and Conditions of Telephone Support Service: Help Desk”, the “Activation Form for Telephone Support Service: Help Desk” and the “Technical Sheet”, if any.

2. DURATION OF SERVICE

2.1 The effective date of Service is the one specified in the “Activation Form for Telephone Support Service: Help Desk” or, in its absence, the date on which the “Activation Form” was signed.

2.2 The duration of Service is the one specified in the “Activation Form for Telephone Support Service: Help Desk”.

2.3 Unless otherwise agreed, the Service is automatically renewed upon expiration of the period of validity for an equivalent period of time, unless terminated by the Customer by Certified Mail or by Registered Letter with acknowledgement of receipt, upon written notice of at least 90 days prior to the expiration date of the Contract.

2.4 At the beginning of each calendar year, the fee established in the Contract may automatically undergo an increase based on the ISTAT FOI cost of living index. In any case, the amount will be rounded up to the next integer.

2.5 In any case, and irrespective of the ISTAT FOI increase, the Supplier has the right to inform the Customer of any change in the Service fee upon written notice of at least 90 days, with effect from the new calendar year. In such a case, the Customer is entitled to withdraw from the Contract at any time, upon written notice of at least 30 days.

2.6 Regardless of the reasons, the Supplier is entitled to withdraw from the Contract at any time, upon written notice of at least 90 days prior to the effective date of withdrawal.



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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3. SERVICE LEVEL AGREEMENT (SLA)

3.1 Both methods for providing the Service and the Service Level percentage are specified in the Technical Sheet. If no SLA appears in the Technical Sheet, unless otherwise indicated or agreed between the Parties, 99,00% shall be assumed as a reference for the SLA.

3.2 If the Service provided by the Supplier turns out to be below the SLA percentage level established under article 3.1, the Customer will be granted 50% of the fee being paid for a quarter of Service. The reference period necessary to verify compliance with the SLA is to be considered on a yearly basis.

3.3 It is understood that for the purpose of verifying and calculating the SLA percentage, no account shall be taken of downtime, malfunctions or delays brought about by:

- A. incorrect use of Service by the Customer;
- B. faulty operation of the network system, the electrical system and/or the terminals used by the Customer;
- C. unauthorized actions and/or tampering with the Service performed by the Customer or third parties;
- D. total or partial interruption of access and/or connection services caused by force majeure or third-party events;
- E. failure to comply with current standards and regulations by the Customer;
- F. faulty operation of third-party software.

4. LIMITATIONS OF SERVICE

4.1 The Telephone Support Service: Help Desk should not be considered as a substitute for the services provided for training the operating staff or for other Services governed by other Contracts.

4.2 The resolution of problems involving activities aimed at changing or rebuilding the Customer database is not covered by the Service agreement.

4.3 It's up to the Supplier to determine whether the problems reported by the Customer can be resolved over the phone or require on-site service.

4.4 Changes, updates or program installations are not covered by the Service agreement.

4.5 The Service provides a maximum telephone connection time of 15 minutes a day. Any excess time will be charged to the Customer according to the rates established in the Technical Sheet: Rate Table for Application and System Support Service.

5. OBLIGATIONS

5.1 It is the Customer's sole responsibility to take the appropriate actions so that the staff responsible for using the Program receive adequate technical and operational training in order to get familiar with both the generic use of the computer and its peripheral components, as well as with the procedures to be performed, with special attention to the operating procedures required by the Program.

5.2 The Customer shall prepare in full autonomy: work premises, equipment, connectivity, hardware, software and anything else necessary for the use of the Service, and shall bear the related costs, in addition to verifying the compliance with their requirements and all applicable legislation, including provisions of a regulatory nature.

5.3 The Customer assures to be the owner of the facilities where the Service will be used or, in all cases, to be entitled to use the aforementioned facilities.

5.4 Any change in the identification data of the Customer with which the Contract was issued, in particular, any change in the corporate name, place of business or VAT number, must be reported to the Supplier by Certified Mail or by Registered Letter with acknowledgement of receipt by no later than 8 days after the change occurred.

5.5 The Customer expressly entitles the Supplier to use his own brand and/or logo on the pages of his own websites and/or any other media and entitles the latter to post the aforementioned distinctive signs on its Web pages, so as to enable the linking to the institutional website of the Supplier.



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6. LIMITATIONS OF SUPPLIER'S LIABILITY

6.1 Unless otherwise provided by Law, the Customer agrees that the maximum limitation of Supplier's liability for assessed damage of any kind or in any capacity caused by or connected with the Service, will imply the refund of the amount paid by the Customer, equal at most to a quarter of consideration of the annual fee.

Resta escluso il diritto al risarcimento di ogni maggior danno.

6.2 In no event shall the Supplier be liable for direct or indirect damages of any nature whatsoever that the Customer or third parties may suffer under this Contract, including those arising from use or failure to use the procedures or caused by errors of the same.

6.3 Any indication supplied by the operating staff responsible for providing the Service shall not relieve the Customer of the sole responsibility of protecting his own data by taking appropriate security measures.

7. PAYMENT OF FEES

7.1 Payment terms and conditions are set out in the Activation Form for Telephone Support Service: Help Desk.

7.2 In the event of non-payment or late payment, default interest shall be due in the amount established by Legislative Decree 231/02.

7.3 Longer delays of more than 30 days might imply termination of the Contract or the suspension of Service. The decision rests on the discretion of the Supplier.

7.4 Should the Customer dispute, in whole or in part, an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 30 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and number of disputed invoice;
- B. disputed amount;
- C. reason for dispute;
- D. supporting documents, if any.

8. TERMINATION

8.1 The Contract shall be treated as terminated in the following cases:

- a. non-payment, incorrect or partial payment of fees due on account of the Service provided;
- b. breach of the obligations set forth in sections 5.1 and 5.2;
- c. breach of the article set forth in section 12.5.

8.2 Should any of the above circumstances occur, the Supplier shall have the faculty to make use of the clause by Certified Mail or by Registered Letter with acknowledgement of receipt. The termination shall be effective on receipt of the above communication by the Customer.

8.3 In the event of termination, it being understood that the Supplier is entitled to be indemnified for damage, no compensation is due to the Customer.

9. PRIVACY

9.1 The Supplier undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the Contract and shall require from his staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

9.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Supplier, who shall be the owner of the exclusive right of exploitation.

9.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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the provisions of the Law on data protection and access to information.

9.4 A separated non-disclosure agreement shall form an integral part of the Contract, that the Parties undertake to sign, along with the other contractual documents.

10. FORCE MAJEURE

10.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Parties shall mutually inform each other about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

11.1 The Contract is governed by the Italian law.

11.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

12. FINAL CLAUSES

12.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

12.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

12.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

12.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.

12.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

12.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood as the sole legally binding document between the Parties.

13. PROCESSING OF PERSONAL DATA

13.1 The Parties undertake to comply with all obligations set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the “protection of natural persons with regard to processing of personal data and on the free movement of such data” (hereinafter “GDPR”), as well as the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data.

13.2 By accepting the Contract, the Customer acknowledges that the personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract, will be submitted to SMEUP BSA and treated by the latter in its capacity as the Owner for the performance of the Contract for strictly functional purposes.

13.3 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP BSA is appointed as Data Processor pursuant to art. 28 of the GDPR, as set out in the deed of appointment attached to this Contract.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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Activation Form for Telephone Support Service: Help Desk (Facsimile form)

ACTIVATION FORM FOR TELEPHONE SUPPORT SERVICE: HELP DESK

Help Desk Service		dd.	
N.		Year	Messrs.:
Rif. interno:	N.		
Effective Date of Service Fee:			

Code	Description	Quantity	Price		Amount


Payment terms:	Total Amount net of VAT:	€
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The "Telephone Support Service: Help Desk" is governed by SMEUP BSA s.r.l. "General Terms and Conditions of Telephone Support Service: Help Desk" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

x _____

The clauses set out below and provided for by the "General Terms and Conditions of Telephone Support Service: Help Desk" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of Service; 2. Duration of Service; 3. Service Level Agreement; 4. Limitations of Service; 5. Obligations; 6. Limitations of Supplier's Liability 7. Payment of Fees; 8. Termination; 9. Privacy; 10. Force Majeure; 11. Applicable Law and Place of Jurisdiction; 12. Final Clauses; 13. Processing of Personal Data.

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4. Application and System Support Service

DEFINITIONS

“Contract”, as referred to herein, shall mean the agreement between the Parties concerning the Application and System Support Service, consisting of these “General Terms and Conditions”, the “Rate Table for Application and System Support Service” and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Offer signed
- B. Rate Table for Application and System Support Service
- C. General Terms and Conditions of Application and System Support Service

“Supplier”, as referred to herein, shall mean SMEUP BSA s.r.l. , or any other affiliated company committed to providing the Services covered by these “General Terms and Conditions”. **“Client”**, as referred to herein, shall mean the Party taking advantage of the Service provided. **“Program”**, as referred to herein, shall identify all standard programs which are part of the generic release (version) intended for more than one Customer. The term **“Customized Program”**, on the other hand, shall identify all programs of which a specially modified version has been implemented at the r of the Customer, according to his specific needs. **“Work Program”**, as referred to herein, shall identify a document drawn up by the Supplier and signed by the Customer detailing the objectives to be achieved and the related support service activities.

1. OBJECT

1.1 The object of Service is the implementation of any IT Work Program, as agreed upon with the Customer.

1.2 The human resources involved will be Project Managers, Application Consultants, Analysts, Programmers, Computer Systems Engineers appointed by the Supplier who will, where appropriate, hire other specialists of the Supplier or affiliated companies, as a result of needs being identified.

1.3 It is the responsibility of the Customer to appoint an in-house project manager, who will provide all the assets necessary for the successful completion of the Service.

1.4 The Customer undertakes to verify the regular operation of the customized or parameterised Programs. After 60 days from the date of delivery without the Supplier having received written disputes from the Client, the aforementioned programs will be considered accepted to all intents and purposes.

1.5 Any actions or interventions shall be carried out at the Supplier’s and/or at the Customer’s premises, through remote connections, based on the operational needs established by the Supplier, without prejudice to different agreements reached between the Parties.

2. DURATION OF SERVICE

2.1 The effective date of Service, as well as the duration of Service are specified in the Offer provided by the Supplier and signed by the Customer.

3. LIMITATIONS OF SUPPLIER’S LIABILITY

3.1 Unless otherwise provided by Law, the Customer agrees that the Supplier’s maximum limitation of liability for assessed damage of any kind or in any capacity caused by or connected with the Service, will imply the refund up to 30% of the amount paid for the activities that caused the damage.

3.2 In no event shall the Supplier be liable for direct or indirect damages of any nature whatsoever that the Customer or third parties may suffer under this Contract, including those arising from use or failure to use the procedures or caused by errors of the same.

3.3 The Customer shall take full responsibility for drafting technical and functional specifications.

3.4 Any changes in the technical specifications, whether slight or significant, suggested by the Customer, shall be effective for the Supplier upon express acceptance by the latter. Furthermore, the Supplier reserves the right to modify the programs without prejudice to functionality and specifications.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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4. PAYMENT OF FEES

4.1 Payment terms and conditions are set out in the Application and System Support Offer and/or in the Rate Table for Application and System Support Service.

4.2 At the beginning of each calendar year, the fees will undergo an increase based on the ISTAT FOI cost of living index referring to the month of December of the previous year.

4.3 In any case, and irrespective of the ISTAT FOI increase, the Supplier has the right to inform the Customer of the change upon written notice of at least 90 days.

4.4 Travel expenses for board and lodging at Hotels indicated by the Customer or that have an arrangement with him will be debited on a monthly basis.

4.5 Transport costs will be charged to the Customer's account according to A.C.I. tariffs in force at the time the service is provided.

4.6 Time required for travel will be referred to and debited according to the same fees in force at the time the service is provided or to the ones set out in the order; alternatively, a fixed call-out charge (flat rate) can be determined between the Parties, including both travel time and transport costs. Such amounts shall undergo an increase according to the ISTAT FOI cost of living index referred to the month of December of the previous year.

4.7 In the event of non-payment or late payment by the Customer, and also in the event of judicial or extrajudicial debt collection proceedings instituted by the Supplier, default interest shall be due in the amount established by Legislative Decree n. 231/02.

4.8 Longer delays of more than 30 days might imply termination of the Contract or the suspension of Service.

4.9 Prices agreed upon will be charged to the Customer even in cases where the services requested could not be performed due to inability to access the customer's premises during normal business hours and/or unavailability of the Customer's business organization.

4.10 If the final costs exceed the amount estimated in the Offer, the Supplier will inform the Customer accordingly, and the Customer will be entitled to withdraw from the Service within 10 days of the communication, upon payment of the mere fee due for services provided before termination.

4.11 Should the Customer dispute, in whole or in part, an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 20 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and number of disputed invoice;
- B. disputed invoice;
- C. reason for dispute;
- D. supporting documents, if any.

5. TERMINATION

5.1 The Contract shall be treated as terminated in the following cases:

- A. non-payment, incorrect or partial payment of fees due on account of the Application and System Support Service;
- B. at the express request of the Supplier, as a result of the tampering with programs, projects or products by unauthorized staff;
- C. breach of the article set forth in section 9.5.

5.2 Should any of the above circumstances occur, the Supplier shall have the faculty to make use of the clause by Certified Mail or by Registered Letter with acknowledgement of receipt. The termination shall be effective on receipt of the above communication by the Customer.

5.3 In the event of termination, it being understood that the Supplier is entitled to be indemnified for damage, no compensation is due to the Customer.



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6. PRIVACY

6.1 The Supplier undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the Contract and shall require from his staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

6.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Supplier, who shall be the owner of the exclusive right of exploitation.

6.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with the provisions of the Law on data protection and access to information.

6.4 A separated non-disclosure agreement shall form an integral part of the Contract, that the Parties undertake to sign, along with the other contractual documents.

7. FORCE MAJEURE

7.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Parties shall mutually inform each other about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

8.1 The Contract is governed by the Italian law.

8.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

9. FINAL CLAUSES

9.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

9.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

9.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

9.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.

9.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

9.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood as the sole legally binding document between the Parties.

10. PROCESSING OF PERSONAL DATA

10.1 The Parties undertake to comply with all obligations set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the "protection of natural persons with regard to processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data.

10.2 By accepting the Contract, the Customer acknowledges that the personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract, will be submitted to SMEUP BSA and treated by the latter in its capacity as the Owner for the performance of the Contract for strictly functional purposes.

10.3 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP BSA is appointed as Data Processor pursuant to art. 28 of the GDPR, as set out in the deed of appointment attached to this Contract.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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Rates for Application and System Support Service (Facsimile form)

RATE TABLE FOR APPLICATION AND SYSTEM SUPPORT SERVICE

In force since: _____

Messrs.: _____

Services provided on a hourly basis:

Code	Professional roles	Hourly rate Mon-Fri 08.00-19.00

Rates for Application and System Support Service provided outside the hours indicated above in the table, as well as on holidays and public holidays, shall be increased by 50%.

Fixed call-out charge (flat rate):

Code	Description	Rate
	Travel expenses to your premises:	

The Services being provided are governed by SMEUP BSA s.r.l. "General Terms and Conditions of Application and System Support Service" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

x _____

The clauses set out below and provided for by the "General Terms and Conditions of Application and System Support Service" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of Service; 2. Duration of Service; 3. Limitations of Supplier's Liability; 4. Payment of Fees; 5. Termination; 6. Privacy; 7. Force Majeure; 8. Applicable Law and Place of Jurisdiction; 9. Final Clauses; 10. Processing of Personal Data.

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SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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5. Cloud Computing Service

DEFINITIONS

“Contract”, as referred to herein, shall mean the agreement in effect between the Parties for the Cloud Computing Service, consisting of these “General Terms and Conditions”, the “Activation Form for Cloud Computing Service”, the “Technical Sheet” and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Activation Form for Cloud Computing Service
- B. Technical Sheet
- C. General Terms and Conditions of Cloud Computing Service

“Supplier”, as referred to herein, shall mean SMEUP BSA s.r.l. , or any other affiliated company committed to providing the Services covered by these “General Terms and Conditions”. **“Customer”**, as referred to herein, shall mean the Party taking advantage of the Service provided.

“Party or Parties” of the Contract, as referred to herein, shall mean the Supplier, the Customer and their successors and assigns.

“Activation Form for Cloud Computing Service”, as referred to herein, shall mean the document signed by the Customer and describing the Services provided according to the terms and conditions set out in the Activation Form and Technical Sheet, as well as under these General Terms and Conditions of Cloud Computing Service.

“Technical Sheet”, as referred to herein, shall mean the documents prepared by the Supplier and detailing any kind of service being provided, including individual services.

“Service”, as referred to herein, shall mean any kind of service or activity performed by the Supplier for the benefit of the Customer, as provided for under these “General Terms and Conditions of Cloud Computing Service”, as well as in the Technical Sheet and the Activation Form.

“Third Parties”, as referred to herein, shall mean all persons, individuals, legal entities, and/or entities other than the Supplier or the Customer.

1. OBJECT OF SERVICE

1.1 The object of this Contract is the supply of a Service providing the Customer with the ability to remotely connect to hardware and software resources and to remotely use the resources on a portion of a computer facility consisting of computational and data storage equipment provided by the Supplier through a computer facility consisting of Hardware and Software equipment available on special Data Centres, of which the Supplier is the Owner and/or that he is entitled to use or resell.

1.2 The Customer acknowledges and understands that the hardware and software resources made available by the Supplier shall remain the exclusive and full property of the latter, who reserves the right to physically share them with other Customers.

1.3 In addition, the Customer acknowledges and understands that the Service is based on a system that can be located only by the Supplier. The latter reserves, at its sole discretion, the right to provide the Service both from Italy and from any other EU Member State, depending on the best resources or technical conditions available. The service will be provided in compliance with Italian and European standards and regulations in terms of localization.

1.4 The Customer acknowledges and understands that he shall remain the sole party responsible for trade relations established with his own customers or other third parties through the Cloud Computing Service.

2. DURATION OF SERVICE

2.1 The effective date of Service is the one specified in the “Activation Form for Cloud Computing Service” or, in its absence, the date on which the “Activation Form” was signed.

2.2 The duration of service is the one specified in the Activation Form for Cloud Computing Service.

2.3 Unless otherwise agreed, the Service is automatically renewed upon expiration of the period of



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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validity of the Contract for an equivalent period of time, unless terminated by the Customer by Certified Mail or by Registered Letter with acknowledgement of receipt, upon written notice of at least 60 days prior to the expiration date of the Contract.

2.4 At the beginning of each calendar year, the fee established in the Contract may automatically undergo an increase based on the ISTAT FOI cost of living index. In any case, the amount will be rounded up to the next integer.

2.5 In any case, and irrespective of the ISTAT FOI increase, the Supplier has the right to inform the Customer of any change in the Service fee upon written notice of at least 90 days, with effect from the new calendar year. In such a case, the Customer is entitled to withdraw from the Contract at any time, upon written notice of at least 30 days.

2.6 Regardless of the reasons, the Supplier is entitled to withdraw from the Contract at any time, upon written notice of at least 90 days prior to the effective date of withdrawal.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 Both methods for providing the Service and the Service Level percentage are specified in the Technical Sheet. If no SLA appears in the Technical Sheet, unless otherwise indicated or agreed between the Parties, 99,00% shall be assumed as a reference for the SLA.

3.2 If the Service provided by the Supplier turns out to be below the SLA percentage level established under article 3.1, the Customer will be granted 30% of the monthly fee being paid for every 4 hours of redundancy compared to the agreed SLA, to the maximum extent of the fee, which is 3 months of Service. The reference period necessary to verify compliance with the SLA is to be considered on a yearly basis.

3.3 It is understood that for the purpose of verifying and calculating the SLA percentage, no account shall be taken of downtime, malfunctions or delays brought about by:

- A. incorrect use of Service by the Customer;
- B. faulty operation of the network system, the electrical system and/or the terminals used by the Customer;
- C. unauthorized actions and/or tampering with the Service performed by the Customer or third parties;
- D. total or partial interruption of access and/or connection services caused by force majeure or third-party events;
- E. failure to comply with current standard and regulations by the Customer;
- F. faulty operation of third-party software;
- G. faulty operation of equipment, also owned by the Supplier and located at the Customer's premises.

4. OBLIGATIONS

4.1 The Customer assures that the use of the Service and any material, including, as an example, but not limited to, content, messages, data, information, software programs, signs, images, sounds and anything else uploaded by the Customer or third parties in the Data Centre using the Service, shall in no way violate any Italian law or regulation established by the European Community. Particularly, the Customer makes sure that such material shall in no way violate or infringe any copyright, trademark, patent, or other legal or customary right of third parties. The Customer also acknowledges that it is forbidden to use, or allow others to use, the Internet Service in order to disseminate material or correspondence against morality and public order, or with the purpose of causing annoyance to public or private peace, to offend anyone, to cause direct or indirect damage to third parties and try to access private messages, as well as the content of confidential databases.

4.2 The Customer assures that he is legitimately licensed for all the software and/or applications used other than those listed in the Activation Form, and shall relieve the Supplier from any obligation and/or of the burden of verification and control, as well as of any action, request or claim raised by third parties in any capacity and for any reason.

4.3 The Customer undertakes not to make any attempt to remove, modify, or otherwise damage the services, programs or documents contained in the Data Centre, nor to access or attempt to access third-party areas or restricted areas.

4.4 The Customer shall prepare in full autonomy: work premises, equipment, connectivity, hardware,



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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software and anything else necessary for the use of the Service, and shall bear the related costs, in addition to verifying the compliance with their requirements and all applicable legislation, including provisions of a regulatory nature.

4.5 The Customer assures to be the owner of the facilities where the Service will be used or, in all cases, to be entitled to use the aforementioned facilities.

4.6 Any change in the identification data of the Customer with which the Activation Form for Cloud Computing service was issued, in particular, any change in the corporate name, place of business or VAT number, must be reported to the Supplier by Certified Mail or by Registered Letter.

4.7 The Customer expressly entitles the Supplier to use his name or his own brand and/or logo on the pages of his own websites and/or any other media and entitles the latter to post the aforementioned distinctive signs on its Web pages, so as to enable the linking to the institutional website of the Supplier.

5. LIMITATIONS OF SUPPLIER'S LIABILITY

5.1 Unless otherwise provided by Law, The Customer agrees that the Supplier's maximum limitation of liability is the one specified under section 3.2.

5.2 In no event shall the Supplier be held responsible for:

- A. loss of earnings, loss of savings, incidental, unpredictable, consequential or indirect damages arising from or relating to:
 - a. use of the Product;
 - b. failure to use the Product;
 - c. improper use of the Product;
 - d. incompatibility of the Product with other software products or hardware systems used by the Customer;
 - e. loss, alteration or modification of either data or programs;
- B. Any request for damages or sums made by third parties against the Customer, in any capacity.

6. SUBCONTRACT - OUTSOURCING

6.1 The Customer acknowledges and agrees that the Supplier may seek, in whole or in part, the collaboration of third parties selected by him for the performance of the Contract.

7. PAYMENT OF FEES

7.1 Payment terms and conditions are set out in the Activation Form for Cloud Computing Service.

7.2 In the event of non-payment of late payment, default interest shall be due in the amount established by Legislative Decree 231/02.

7.3 Longer delays of more than 30 days might imply termination of the Contract or the suspension of Service. The decision rests on the discretion of the Supplier.

7.4 Should the Customer dispute, in whole or in part, an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 20 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and number of disputed invoice;
- B. disputed invoice;
- C. reason for dispute;
- D. supporting documents, if any.

8. TERMINATION

8.1 The Contract shall be treated as terminated in the following cases:

- A. non-payment, incorrect or partial payment of fees due on account of the Service provided;
- B. breach of the obligations set forth in sections 4.1, 4.2, 4.3;
- C. breach of the article set forth in section 12.5.



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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8.2 Should any of the above circumstances occur, the Supplier shall have the faculty to make use of the clause by Certified Mail or by Registered Letter with acknowledgement of receipt. The termination shall be effective on receipt of the above communication by the Customer.

8.3 In the event of termination, it being understood that the Supplier is entitled to be indemnified for damage, no compensation is due to the Customer.

9. PRIVACY

9.1 The Supplier undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the Contract and shall require from his staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

9.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Supplier, who shall be the owner of the exclusive right of exploitation.

9.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with the provisions of the Law on data protection and access to information.

9.4 A separated non-disclosure agreement shall form an integral part of the Contract, that the Parties undertake to sign, along with the other contractual documents.

10. FORCE MAJEURE

10.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Parties shall mutually inform each other about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

11.1 The Contract is governed by the Italian law.

11.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

12. FINAL CLAUSES

12.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

12.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

12.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

12.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.

12.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

12.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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as the sole legally binding document between the Parties.

13. PROCESSING OF PERSONAL DATA

13.1 The Parties undertake to comply with all obligations set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the “protection of natural persons with regard to processing of personal data and on the free movement of such data” (hereinafter “GDPR”), as well as the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data.

13.2 By accepting the Contract, the Customer acknowledges that the personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract, will be submitted to SMEUP BSA and treated by the latter in its capacity as the Owner for the performance of the Contract for strictly functional purposes.

13.3 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP is appointed as Data Processor pursuant to art. 28 of the GDPR, as set out in the deed of appointment attached to this Contract.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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Activation Form for Cloud Computing Service (Facsimile form)

ACTIVATION FORM FOR CLOUD COMPUTING SERVICE

License:	N.	Year	
Int.Ref.:	N.	Year	Messrs.:

Code	Description	Quantity	Price		Amount


Payment terms:	Total Amount net of VAT:	€
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The Cloud Computing Service is governed by SMEUP BSA s.r.l. "General Terms and Conditions of Cloud Computing Service" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

x_____

The clauses set out below and provided for by the "General Terms and Conditions of Cloud Computing Service" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of Service; 2. Duration of Service; 3. Service Level Agreement (SLA); 4. Obligations; 5. Limitations of Supplier's liability; 6. Subcontract and Outsourcing; 7. Payment of Fees; 8. Termination; 9. Privacy; 10. Force Majeure 11. Applicable Law and Place of Jurisdiction; 12. Final Clauses; 13. Processing of Personal Data.

x_____

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6. Sale of Products and Services

DEFINITIONS

"Contract", as referred to herein, shall mean the agreement in effect between the Parties for the Sale of Products and Services, consisting of these "General Terms and Conditions", the "Products and Services Order Proposal" and any additional documents agreed upon and signed by the Parties.

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:

- A. Offer signed
- B. Products and Services Order Proposal
- C. General Terms and Conditions of Sale of Products and Services

"Supplier", as referred to herein, shall mean SMEUP BSA s.r.l. or any other affiliated company providing the Products and Services set out in these "General Terms and Conditions". **"Customer"**, as referred to herein, shall mean the recipient of the goods and related Services. **"Products"**, as referred to herein, shall mean any hardware equipment, software licenses, maintenance subscriptions for both hardware equipment and software licenses, resale of systems and/or IT support services in general, resale of connectivity and related Services. **"Services"**, as referred to herein, shall mean any kind of activity performed by the staff of either the Supplier or any other affiliated company, for the purpose of the installation and/or implementation of the Products and/or Services intended for resale and governed according to the "General Terms and Conditions of Application and System Support Service".

1. OBJECT

1.1 The Customer undertakes to purchase the Products and/or Services described in the Order Proposal and based on the Terms and Conditions outlined therein.

1.2 The Products and/or Services shall be selected and sized according to the specific requirements of the customer and based on the information provided thereof. The Customer shall be solely liable for the correctness of the information disclosed, as well as for the choice of Products and Services.

1.3 Packages weighing more than 20 Kg. shall be delivered at street level to the address indicated on the Order.

1.4 From the time of delivery, any risk of loss or damage occurred to the Products shall be borne by the Customer, who shall be responsible for arranging their transfer to the premises at his own expense.

1.5 Any request for support regarding the implementation or installation of Products shall be governed by the "General Terms and Conditions of Application and System Support Service".

1.6 The Product warranty is limited to and shall not exceed the warranty issued by the Manufacturer.


1.7 Should a change in list prices be made by the Manufacturer and such change takes place between the date of release of the Products and Services Order Proposal and the date of delivery of the Products, the Supplier shall be entitled to adjust the prices accordingly. In the event of a price increase exceeding by 10% the price indicated in the Order Proposal, the Customer shall be entitled to withdraw from the Order and inform the other Party by Certified Mail or by Registered Letter with acknowledgment of receipt, within 10 days from receipt of the informative report about the aforementioned price increase.

2. LIMITATIONS OF SERVICE

2.1 Any action being undertaken shall be agreed upon according to the mutual needs and temporary availability of the Parties.

2.2 Any actions or interventions shall be carried out at the Supplier's and/or at the Customer's premises, based on the operational needs established by the Supplier, without prejudice to different agreements reached with the Customer.

2.3 Any cost estimates for interventions and activities shall not be binding, unless otherwise established by written agreements.

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3. LIMITATIONS OF SUPPLIER'S LIABILITY

3.1 Unless otherwise provided by Law, the Customer agrees that the Supplier's maximum limitation of liability for assessed damage of any kind or in any capacity caused by or connected with the Sale of Products, will imply the refund up to 30% of the amount paid by the Customer for the purchase of the component that caused the damage, with the exception of the right to compensation of any additional damage.

3.2 Any indication provided by the operational staff of the Supplier shall not relieve the Customer of the sole responsibility of protecting his own data by implementing additional security measures, as appropriate.

3.3 In no event shall the Supplier be held responsible for:

C. loss of earnings, loss of savings, incidental, unpredictable, consequential or indirect damages arising from or relating to:

- a. use of the Product;
 - b. failure to use the Product;
 - c. improper use of the Product;
 - d. incompatibility of the Product with other software products or hardware systems used by the Customer;
 - e. loss, alteration or modification of either data or programs;
- D. Any request for damages or sums made by third parties against the Customer, in any capacity.

4. PAYMENT OF FEES

4.1 As far as payment terms are concerned, reference is made to the terms agreed upon in the Products and Services Order Proposal.

4.2 In the event of non-payment, or late payment, even in part, of the amounts due by the Customer and also in the event of legal actions either judicial or extra-judicial being undertaken by the Supplier for debt recovery, default interests shall be due in the amount established by Legislative Decree 231/02.

4.3 Longer delays might imply termination of Contract or the suspension of Service. The decision rests on the discretion of the Supplier.

4.4 Should the Customer dispute an invoice due on the deadline and related to this Contract, he shall be required to inform the Manufacturer/Retailer in writing by Certified Mail or by Registered Letter with acknowledgement of receipt, thereby giving reasons for dispute, within 20 days from invoice receipt. After the expiration of the deadline, the invoice is deemed to be fully accepted and any later claim shall have no effect.

The communication shall include the following details:

- A. date and number of disputed invoice;
- B. disputed amount;
- C. reason for dispute;
- D. supporting documents, if any.

5. TERMINATION

5.1 The Contract shall be treated as terminated in the event of non-payment, incorrect, invalid, partial payment of the sums due within the deadlines agreed upon, as well as a result of breach of article 9.5.

5.2 Should the above circumstance occur, the Supplier shall be entitled to declare his intention to make use of the clause by Certified Mail or by Registered Letter with acknowledgement of receipt. Termination of Contract shall be effective on receipt of the aforementioned communication.

5.3 In the event of termination it being understood that the Supplier is in all respects entitled to be indemnified for damage, no compensation is due to the Customer.

6. PRIVACY

6.1 The Supplier undertakes not to disclose any information connected with the Customer's activity that he might become acquainted with during the performance of the contract and shall require from his



SMEUP BSA S.R.L.


Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

info@smeup.com

www.smeup.com

PEC smeupbsa@pec.it

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staff the same commitment to be fulfilled accordingly. Concepts, ideas, skills and technical expertise connected with the tasks performed by the staff of the Supplier and related to the services covered by this Contract may be used by both Parties.

6.2 Should the above ideas, skills and technical expertise develop into inventions, discoveries or improvements whatsoever, they shall remain the sole property of the Supplier, who shall be the owner of the exclusive right of exploitation.

6.3 It is the Customer's sole responsibility to implement the necessary measures in compliance with the provisions of the Law on data protection and access to information.

6.4 A separated non-disclosure agreement shall form an integral part of the Contract, that the Parties undertake to sign, along with the other contractual documents.

7. FORCE MAJEURE

7.1 Neither Party shall in no way be liable for breach of the Contract in the event of force majeure, i.e. out-of-control events occurring under totally unpredictable circumstances, such as, but not limited to, statutory provisions, regulations and other measures taken by Public Authorities, wars, embargos, explosions earthquakes, floods, national strikes. In such an event, the Supplier shall inform the Customer about the occurrence of the force majeure event, as well as of any other circumstance that may have an impact on the ability to comply with the contractual obligations, without prejudice to the obligation to fulfil them as quick as it can be, once the impediment has been identified and removed.

8. APPLICABLE LAW AND PLACE OF JURISDICTION

8.1 The Contract is governed by the Italian law.

8.2 Any dispute arising in connection with the interpretation, performance and termination of this Contract shall be submitted to and settled by the Court of Brescia.

9. FINAL CLAUSES

9.1 Any changes whatsoever in the terms and conditions of this Contract require written form, failing which they will be considered invalid.

9.2 Any communication relating to the Contract between the parties shall be sent by Certified Mail or by Registered Letter with acknowledgement of receipt.

9.3 This Contract replaces any prior agreement, including any verbal agreement between the Parties and shall constitute the sole Contract in force between the Supplier and the Customer in relation to the matters dealt with therein. In the event of any conflict, inconsistency or ambiguity between the terms agreed upon in this Contract and the terms contained in previous contracts, deeds, correspondence, agreements or commitments of any nature whatsoever, the terms contained in this Contract shall prevail.

9.4 For the entire lifetime of the Contract and for a further year from the termination of the same, neither Party shall in no way be entitled to hire, directly or through a third party, the employees of either one or the other Party, request extra services to be performed by the staff of either one or the other Party, or by anyone who performs business activities on behalf of either Party.

9.5 The Contract, as well as any rights and obligations arising under the same, shall not be transferred to thirds parties, without prior written agreement between the Parties.

9.6 The Customer is aware and acknowledges that the English translation has been provided for information purposes only. The Italian version of these General Terms and Conditions shall be understood as the sole legally binding document between the Parties.

10. PROCESSING OF PERSONAL DATA

10.1 The Parties undertake to comply with all obligations set out in Legislative Decree 196/2003 (Privacy Code), of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the "protection of natural persons with regard to processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as the relevant national regulations and provisions of the Guarantor Authority responsible for the protection of personal data that apply to the services/activities under this Contract.



SMEUP BSA S.R.L.

Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)

+39 030 7724111

www.smeup.com

info@smeup.com

PEC smeupbsa@pec.it

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10.2 Either party acknowledges that any information relevant to the other Party, as well as personal data (eg names, e-mail address of the Company, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be treated by the other Party in its capacity as the Owner, for strictly functional purposes connected with the establishment and performance of the Contract and in compliance with the information provided by either party pursuant to and for the purposes of article 13 of the GDPR that the other Party undertakes to disclose to its employees/collaborators, within the scope of its internal procedures.

10.3 It is understood that the data referred to in the foregoing section will be treated according to principles of lawfulness and fairness and so as to protect the fundamental rights and freedoms of the Parties concerned, in compliance with appropriate technical and organizational measures that shall be taken in order to provide an adequate level of security by use of manual and/or automated methods.

10.4 The Parties acknowledge that in order for SMEUP BSA to perform the activities referred to in this Contract, the latter shall be compelled to process personal data of third parties of which the Customer is the Owner. The latter, therefore, is solely responsible for any decision regarding the purposes and means of the aforementioned processing of personal data. SMEUP BSA is appointed as Data Processor pursuant to art. 28 of the GDPR.



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+39 030 7724111

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info@smeup.com

PEC smeupbsa@pec.it

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Products and Services Order Proposal (Facsimile form)

PRODUCTS AND SERVICES ORDER PROPOSAL

Order Proposal: N.	dd.	
Int.Ref.: N.	Year	Messrs.:

Code	Description	Quantity	Price	Amount	Amount

Payment terms:	Total Amount net of VAT:	€
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The "Products and Services Order Proposal" is governed by SMEUP BSA s.r.l. "General Terms and Conditions of Sale of Products and Services", as well as by SMEUP BSA s.r.l. "General Terms and Conditions of Application and System Support Service" (October 2018 Edition). We declare we are acquainted with the contents thereof and accept them in their entirety.

X _____

The clauses set out below and provided for by the "General Terms and Conditions of Sale of Products and Services" are expressly approved pursuant to articles 1341 and 1342 of the Civil Code: 1. Object of Service; 2. Limitations of Service; 3. Limitations of Supplier's Liability; 4. Payment of Fees; 5. Termination; 6. Privacy; 7. Force Majeure; 8. Applicable Law and Place of Jurisdiction; 9. Final clauses, as well as following items set forth in the "General Terms and Conditions of Application and System Support Service": 1. Object of Service; 2. Duration of Service; 3. Limitations of Supplier's Liability; 4. Payment of Fees; 5. Termination; 6. Privacy; 7. Force Majeure; 8. Applicable Law and Place of Jurisdiction; 9. Final Clauses; 10. Processing of Personal Data.

X _____