## GENERAL TERMS FOR THE SUPPLY OF IT-PRODUCTS AND SERVICES AND CLOUD SECURITY INFRASTRUCTURE

**GENERAL PROVISIONS**

The supply of Information Technology and Cloud Security Infrastructure products and services (hereinafter "Products and Services" by SMEUP ICS Srl with registered office in Erbusco (BS) Via A Zanella 23 CF and VAT number 03393310176 (hereinafter, for brevity, "SMEUP ICS" or "Supplier") is governed by these General Terms and Conditions.

The contract is stipulated between SMEUP ICS and the client company (hereinafter "Customer" for brevity), indicated in the Offer and / or in the Order Proposal for Products and Services, which together with these General Contract Conditions and any other attachments referred to constitute the entire contract (hereinafter "Contract" for brevity), stipulated between SMEUP ICS and the Customer (hereinafter also jointly "Parties" and individually "Party").

The following documents, listed in order of prevalence, shared between the Parties, represent individual parts of the Contract:

1) Accepted Offer (or Order Proposal for Products and Services);
2) Special Conditions of the Service (or "Description of the Service");
3) these General Terms and Conditions.

Any further attachments, shared between the Parties, will be expressly referred to in the documents listed above.

### 1. Definitions

Where present in the Agreement, the following terms have the following meaning:

**Outsourcing Service:** provision of physical computing resources (CPU, RAM, storage), network equipment and software, owned by SMEUP ICS, or by third parties, for use at the Customer's premises or remotely.

**Data Center:** set of systems, IT equipment and related power supply and connection infrastructures with the internet or private networks, owned by SMEUP ICS or third parties and used by it or made available to the Customer as part of the provision of the services object of the Contact.

**WEB Portal:** IT resource accessible via the web, which allows the Customer to access some services provided by SMEUP ICS.

**Systems:** hardware systems, software and related connection and transmission infrastructures owned or used by SMEUP ICS for the supply to the Customer of the services covered by the Contract.

**Confidential Information:** (i) information relating to SMEUP ICS, or its suppliers and deemed by them or classified as confidential and / or confidential of which the Client has become aware for any reason related to the application of the Contract; (ii) information relating to SMEUP ICS, or its suppliers, which by their nature, content or circumstance in which they are disclosed, would normally be considered as such. In this regard, by way of example and not limited to, SMEUP ICS confidential information is all the services, characteristics, configurations and technical information relating to the services covered by the Contract, estimates, audit or safety reports, development of products and services (iii) information relating to the Customer and made known by the latter to SMEUP ICS, which the same has classified as confidential and / or confidential.

Information will not be considered confidential or confidential:

  a. that they are already known to the receiving party before their communication;
  b. information in the public domain;
  c. the information of which the Parties become aware, outside the communications between them, without violation of confidentiality obligations;
  d. the information that must be provided to Public Authorities by law or by order of the same; in this case, the party required to communicate such information, will promptly

**SMEUP ICS S.R.L.**
Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)
Sede amministrativa: Via Padova, 11 - 25125 Brescia (BS)

📞 **+39 030 2585325**     ✉ **info@smeup.com**
🌐 **www.smeup.com**     PEC **smeupics@pec.it**

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notify the owner, to share, where possible, how to fulfill the legal obligation or the order of the competent authority.

**Virtual Infrastructure:** IT infrastructure used to render specific services created or allocated, in favor of the Customer and used and / or managed by the Customer for himself or for third parties (his customers), or by the latter directly if authorized by the Customer.

**Software Licenses:** Software use authorizations issued by the owners / holders of the software products, provided by SMEUP ICS to the Customer.

**Offer / Order proposal for Products and Services:** document that shows the Services / Products provided by SMEUP ICS to the Customer and all the personal / administrative data of the Customer, including economic values and payment conditions.

**Service Level Agreement (hereinafter also "SLA"):** the document - when required - expressly reported in the document Special conditions of the service and / or the document attached to the same, or as reported ("link") to a link to a computer resource, in which the levels of service guaranteed by SMEUP ICS are defined or from its suppliers.

The Customer declares to be aware of and acknowledges that the service levels (SMEUP ICS Livelli di Servizio.pdf of suppliers or telephone operators for Services for which SMEUP ICS acts as reseller, may be modified by them without any intervention by SMEUP ICS.

## 2. Object of the contract

The object of the Contract is the provision by SMEUP ICS to the Customer of Information Technology services (professional services, assistance, installation and maintenance included) and of Cloud Security Infrastructure (both hereinafter "Services") and of IT products and electronic (hereinafter "Products") described in the Offer / Order Proposal for Products and Services, or in any attachments referred to therein, in the type, with the methods, technical characteristics and limitations described, at the economic conditions indicated therein , or as amended in the course of the Agreement, as provided below.

These General Conditions of Contract as well as the Special Conditions of the Service or Description of the Service are reported and available on the SMEUP ICS website 🖺 Condizioni generali di contratto smeup ics 0621.pdf

Any changes will be promptly communicated to the Customer.

## 3. Completion of the Contract

**3.1** The Contract is concluded with the signing of the Offer / Order Proposal for Products and Services, or acceptance of the same, expressed by any traceable means, including electronic, suitable for proving the origin, by the Customer; or with the sharing between the Parties of changes to the Offer / Order proposal for Products and Services formulated by SMEUP ICS, in any way traced.

The acceptance of the Offer / Order Proposal for Products and Services by the Customer, or the request for changes or additions shared between the Parties, imply and imply the knowledge and full acceptance by the Customer of the contents of all the documents constituting the Contract.

Any early activation of the Services, or order to the supplier of the Products, by SMEUP ICS, at the request of the Customer, does not exempt the same from the signing and sending of acceptance of the Offer / Order Proposal for Products and Services, without prejudice it being understood that SMEUP ICS is in any case authorized to invoice the Services rendered from the date of their activation, or the Products supplied from the date of the order and the Customer, from that date, will be bound and subject to the agreements contained in the Contract.

**3.2** If the Offer / Order proposal for Products and Services provides for the intervention of a financial company to provide the Customer with the economic resources necessary for the payment of the Products / Services, the Contract is considered conditional on the outcome of the investigation conducted by such company regarding the provision of the necessary economic resources.

However, it is understood that, if the Customer has requested to anticipate the supply of Products / Services, the Contract is understood to be finalized by the Customer and under his responsibility for the part already supplied or supplied.

## 4. Payment - invoicing - payment methods and terms - non-refundable - default interest

**4.1** For the supply of the Products / Services, the Customer will pay SMEUP ICS the amounts indicated in the Offer / Order Proposal for Products and Services, or subsequent amendments thereof, in the manner and within the terms specified therein.

The billing of the Products / Services will take place as indicated in the Offer / Order Proposal for Products and Services. Failing this, the terms present in the Particular Conditions will be adopted.

Unless otherwise specified in the Offer / Order Proposal for Products and Services, payment is intended to be made by bank transfer to the Customer's current account and within the terms indicated on the invoice.

**4.2** All fees provided, once paid, are non-refundable, unless expressly agreed.

**4.3** In the event of delayed payment, the Customer must pay default interest, pursuant to Legislative Decree 231/2002, without the need for formal notice.

## 5. Activation and provision of the Service - delivery of the Products

**5.1** The terms of delivery of the Products or start of the Services, provided for in the Offer / Order Proposal for Products and Services, are to be considered indicative and not strictly binding, as they are linked to the actual availability of the same at SMEUP ICS suppliers, on which the itself has limited possibilities of intervention. SMEUP ICS will make every reasonable effort to meet the deadlines and will inform the Customer about the actual delivery / start times, in case of delays. Any failure to comply with these times will not be a cause for termination of the Contract.

Upon activation of SMEUP ICS services, where necessary, it will assign the Customer the personal codes (User ID / Password) necessary for access to the Systems and to receive the Services.

**5.2** The Customer is responsible for the proper custody and management of his personal codes and undertakes to take all necessary precautions to ensure the secrecy and correct use of the same, expressly exempting SMEUP ICS from any liability in this regard.

**5.3** The Customer may change his Password to access the Services, whenever he deems it appropriate, possibly by contacting the technical staff of SMEUP ICS, where necessary.

5.4 The Customer acknowledges and accepts that any access to the Systems made through the use of the User ID and Password assigned to the same, is directly related to the same.

**5.5** The Customer undertakes to immediately notify SMEUP ICS of any unauthorized access to the Systems / Services or improper use of their personal codes or any other problems relating to the security of the Systems, of which the same should become aware.

## 6. SMEUP ICS Obligations and Responsibilities - Product Warranty - Systems Maintenance

**6.1** SMEUP ICS guarantees the Customer the supply of the Products and the use of the Services in accordance with the provisions of the Special Conditions of the Service and Service Level Agreement (if applicable).

**6.2** SMEUP ICS guarantees that the Products at the time of installation will be regularly functioning, in accordance with the manufacturer's technical specifications.

The warranty on the Products is the one issued by the manufacturer / producer and is provided exclusively for construction defects. The warranty is expressly excluded if the defect is caused by negligence or poor maintenance of the Products, or by modifications and / or repairs carried out directly by the Customer or unauthorized technicians. The warranty is limited to the obligation to replace the defective Products, or their components, which will be carried out by the manufacturer. Faults and defects of the Products must be reported by the Customer to SMEUP ICS, strictly, within sixty days of delivery or, if hidden, upon discovery. In any case, the Customer's right to request termination of the Contract for defects in the Products, which has been remedied, remains excluded.

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**6.3** The obligations and responsibilities of SMEUP ICS towards the Customer are only those defined in the Contract; therefore in any case of non-fulfillment attributable to SMEUP ICS in the supply of Products / Services, the same will respond within the cumulative limit of 10% of the fees paid by the Customer in the 3 months preceding the event or series of events (exclusively for the amounts paid for that product / service), or within the various limits possibly provided for by the SLA, being expressly excluded, now by then, any different indemnity or compensation, for direct or indirect damages of any nature and species in favor of the Customer.

**6.4** SMEUP ICS reserves the right to suspend the provision of the Services, to proceed with technical interventions aimed at improving their functioning.

In this case, the Customer will be notified, by e-mail, with adequate notice in relation to the Services provided, or provided for by the Service Level Agreement; this communication will also indicate the timing of the restoration of the Services.

**6.5** SMEUP ICS, unless this operation is expressly understood and provided for by the Services purchased, does not make any specific backup (copy) of the data and / or information and / or content processed by the Customer, for itself or for third parties, or by the latter directly. processed, where authorized by the Customer, with the exception of the backup on all the contents of the storage that SMEUP ICS itself, for its caution, periodically carries out for the purpose of any restoration of the Services; however, this SMEUP ICS activity does not relieve the Customer from making a complete backup of the data and / or information and / or contained by the same entered and / or processed in the Virtual Infrastructure and from taking all the necessary security measures to safeguard same.

SMEUP ICS, in any case, does not offer any guarantee regarding the use of the Services as regards the protection and storage of data and / or information and / or contents, except for the activation by the Customer of a specific accessory service.

**6.6** SMEUP ICS will in no case be considered responsible for the use made by the Customer, or third parties authorized by the same, of the Virtual Infrastructure or of the telephone or data lines, in relation to critical situations involving, by way of example, specific risks for the " personal safety, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical plants and medical devices; in such cases, SMEUP ICS can provide, at the Customer's request, specific Services and different service levels, which will be specifically indicated in the Contract.

**6.7** SMEUP ICS does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, in any case, processed by the Customer, for himself or for third parties or processed by the latter, if authorized by the Customer, through the Products. / Services or in the Virtual Infrastructure and in general for the use made by the same of the Products / Services and the aforementioned infrastructure and reserves the right to adopt any initiative and action, to protect its rights and interests, including communication to the competent Authorities of the data useful to allow the identification of the Customer.

SMEUP ICS will in no case be liable for any damage, direct or indirect, of any kind and kind, caused by the Customer to third parties, who in any way and form and for any reason have used the Services / Products provided.

**7.      Customer's obligations and rights**

**7.1** The Customer has the right to and undertakes to use the Service in accordance with the provisions of the Special Conditions of the Service and in compliance with the service levels guaranteed by the SLA, if any.

The Customer acknowledges that he is entitled solely and exclusively to the indemnity provided for in the previous article 6.3, or in the SLA, expressly excluding any other indemnity or compensation in his favor for direct or indirect damages of any nature and kind.

The Customer also acknowledges and accepts that he is not entitled and in any case not be able to claim from SMEUP ICS any indemnity or compensation for damages, whether direct or indirect, when one or

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more of the conditions are met in the presence of which the SLA excludes its applicability, or in the case of Services / Products provided by third parties, for which SMEUP ICS acts as a reseller.

The Customer also acknowledges and accepts, now for then, for himself and for third parties that in any way, form and for any reason they have used the Services / Products, that in all cases in which the SLA does not apply, SMEUP ICS will respond exclusively within the limits set out in the previous article 6.3.

**7.2** The Customer guarantees that the data and information provided to SMEUP ICS for the purpose of concluding the Contract are true, correct and such as to allow its identification.

SMEUP ICS reserves the right to verify such data and / or information also requesting additional documents, which the Customer undertakes, now by then, to transmit.

**7.3** The Customer declares to possess, or that third parties from the same appointee possess, the set of technical knowledge necessary to ensure the correct use, administration and management of the Services provided and in any case recognizes and acknowledges that the processing of data and / or information and / or contents he put in place and their consequent dissemination on the internet through this infrastructure are carried out exclusively at his risk and under his responsibility, consequently relieving SMEUP ICS from any liability in this regard.

**7.4** The Customer acknowledges that the internet network (hereinafter "Network") is not controlled by SMEUP ICS and that, due to its peculiar structure, no public or private entity is able to guarantee and monitor the performance and functionality of the Network and control the contents of the information that are transmitted through the Network. For this reason, no responsibility can be attributed to SMEUP ICS for the transmission or reception of illegal information of any nature and kind, depending on the use of the Services.

**7.5** The Customer, also in the name and on behalf of third parties to whom he may, for any reason, have allowed to use the Products / Services, undertakes to use them exclusively for lawful purposes and permitted by the provisions of the law applicable from time to time, by uses and customs, from the rules of diligence and in any case, without infringing the rights of third parties, assuming all responsibility in this regard.

The Customer, without prejudice to the possibility of SMEUP ICS or its agents to access the Systems for technical reasons or following the Customer's request, declares to be the sole and exclusive administrator of the Services used and to be solely responsible:

(i) the management of data and / or information and / or content processed by him in the Virtual Infrastructure, their security, their saving and the fulfillment of any other activity deemed useful or necessary to guarantee their integrity, undertaking, for the effect , to apply, at its own expense, suitable and adequate security measures to guarantee these purposes;

(ii) the content of the information, sounds, texts, images, elements of form and data accessible and / or made available in the Virtual Infrastructure and in any case, for any reason, transmitted or put online by it;

(iii) malfunctions of the Products / Services for any use that does not comply with the contractual provisions;

(iv) loss or disclosure of login credentials.

**7.6** The Customer undertakes to notify SMEUP ICS of any changes in their personal data and contact details, including the e-mail address or PEC address, indicated in the Contract.

**7.7** The Customer, without prejudice to any different provisions contained in the Special Conditions of the Service, declares, for himself or for third parties to whom he may, for any reason, have allowed to use the Products / Services, to be in compliance with the software licenses entered independently and used and assumes all related responsibilities and costs, expressly relieving SMEUP ICS from any responsibility and burden in this regard.

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**7.8** With regard to the attestation of all the operations carried out, the Customer acknowledges and accepts, for himself and for third parties who have allowed, for any reason, to use the Services, which will be authentic only the Supplier's LOGs, kept in accordance with of law.

The Customer is solely and exclusively responsible for any other operation carried out for himself or for third parties, or by them directly, in the use, administration and management of the Virtual Infrastructure; as a result, with regard to these transactions, he undertakes to:

a) respect or enforce third parties who allow the use of the Services or access to data, the current legislation applicable from time to time, including that for the protection of personal data (Legislative Decree 196/2003 and its subsequent amendments and European Regulation no. 2016/679 EU);

b) to indemnify and hold SMEUP ICS harmless from any and all claims or claims for damages, direct or indirect, of any nature and kind, by anyone made in this regard.

**7.9** The Customer undertakes, now for then, to indemnify and hold harmless SMEUP ICS from any and all requests or claims of third parties for damages caused to them by or through the use of the Services / Products.

The Customer will have to bear all costs, compensation for damages and charges, including any legal costs, which may arise from such actions and undertakes to inform SMEUP ICS if such actions should be brought against him.

**7.10** The Customer undertakes to communicate and enforce any third parties who have allowed, in any capacity, to use the Services / Products, all the provisions of the Contract, also undertaking to indemnify and hold SMEUP ICS harmless from any possible request and / or claim for damages from anyone who finds title in the violation of the aforementioned provisions and in any case in the behavior of the Customer or third parties authorized by the same.

**7.11** The Customer undertakes, for the entire duration of these General Conditions and for the 12 (twelve) months following their expiration or termination, even for the periods in which no provision of Services is in progress between the Parties, not to establish and / or to establish with the employees and / or collaborators of SMEUP ICS, who are engaged in activities related to these General Conditions and related Special Conditions, any form of working collaboration, whether employed or not, without prior written authorization by SMEUP ICS.

In case of violation of the provisions of the preceding paragraph, the Customer must pay SMEUP ICS a penalty equal to twelve months of the remuneration paid by the latter to the employee / collaborator before hiring carried out in violation of this clause, without prejudice to the compensation of the more damage.

## 8. Assistance and maintenance

**8.1** Requests for assistance must be opened on the portal https://supporto.nanosoft.it or by email to the addresses: supporto@nanosoft.it or supporto-ics@smeup.com, directly by the Customer, or by SMEUP ICS technicians following Customer report (sent by telephone, e-mail or other means of communication with SMEUP ICS technicians), or event monitored automatically by SMEUP ICS itself.

Following the opening of the request for assistance, SMEUP ICS will check whether the Service falls within those contractually provided, or, if not, it will formulate a specific Offer to the Customer, reserving the right not to provide assistance on Products not supplied by SMEUP ICS or obsolete.

SMEUP ICS will make every reasonable effort to take charge of the problems communicated by the Customer as soon as possible, compatibly with the times in which the assistance activity is provided, indicated on the SLA (SMEUP ICS Service Levels), or with the assistance hours of the service providers to which SMEUP ICS addresses.

In particular, for assistance on Telecommunications Services, it will be necessary to refer to the procedures and times of the supplier operator and responsible for them, where SMEUP ICS is unable to intervene directly.

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**8.2** SMEUP ICS will be able to carry out any customized interventions and, in any case, interventions aimed at providing the technical assistance necessary to guarantee the proper functioning of the Services.

In such cases, the Customer authorizes SMEUP ICS and / or the companies appointed by it to carry out the requested and / or necessary technical intervention.

The Customer acknowledges and accepts that this intervention may take place with variable timing based on the following criteria:

a) type of intervention requested;

b) order of arrival of the request for intervention;

c) priority character of the request for intervention.

In order to allow the correct and rapid execution of the requested intervention, the Customer undertakes to provide all the specifications and information requested by SMEUP ICS.

With reference to this intervention, exclusively of a technical nature, the Customer:

a) declares to be aware that such intervention may have a high degree of risk for the functioning of the Services or for the integrity of data and / or information and / or content entered and / or processed through the Services; And

b) acknowledges and accepts that SMEUP ICS, by carrying out the intervention, assumes an obligation of means and not of results and that in no case, except as provided in the Special Conditions of the Service, will participate in the management or implement interventions on the data and / or information and / or content by the Customer processed and / or entered through the Services and / or in their remote location, by not participating and / or determining them in any way; And

c) accepts, now by then, to take on all related risks; And

d) guarantees, before the start of the intervention, the presence of one or more Back Up copies of its database, installed programs, virtual servers, configurations, etc. and their regular restoration.

**8.3** SMEUP ICS undertakes to guarantee a level of professionalism adequate to the performance of the requested activities, according to the rules of art and in any case with the prescribed diligence and for the time strictly necessary to provide the requested service and at the same time expressly declares not to acquire and / o memorize information present in the Client's archives.

**8.4** Without prejudice to the foregoing, in any case, the Customer, now by then, relieves SMEUP ICS and / or the companies controlled by it and their staff from any liability, as well as the external companies in charge of carrying out the intervention and their staff, for any damage, direct or indirect, of any nature and species suffered and suffered for or due to the interventions referred to in this art. 8.

**8.5** SMEUP ICS reserves the right to suspend or interrupt the provision of the Services to carry out technical maintenance interventions. In this case, the Customer will be notified by e-mail; this communication will also indicate the timing of the restoration.

SMEUP ICS also reserves the right to suspend the Services or a single Service, without notice, in case of emergencies, however, informing the Customer.

**8.6** The Customer acknowledges and accepts, now by then, that upon the occurrence of the case referred to in the following art. 10.1 lett. g), the latter may, through its systems, carry out the automatic updating / maintenance operations on the Services, deemed appropriate at its sole discretion; in this case the Customer raises SMEUP ICS, now by then, for any damages, direct or indirect, of any nature and species suffered and suffered for or due to such interventions, including, by way of example but not limited to, those deriving from " interruption of the Services and / or lack of visibility of the website and / or loss of data.

## 9. Duration of the Agreement - Term

The Contract governs the supply of Products / Services to the Customer with effect from the date of its completion and up to the date indicated in the Offer / Order Proposal for Products and Service in the Special Conditions of the Service.

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It is understood that in the event of automatic renewal of the Contract, even for one of the Services purchased, the Customer accepts that the consideration referred to in art. 4 has increased annually, to an extent equal to any increase in the ISTAT index - household consumer prices - compared to the previous twelve months, measured with reference to the last month of the contractual period (e.g. variation February on February if the Contract / Service expires in March).

The Contract lasts until the expiry of the last of the Services purchased by the Customer, with the right of withdrawal for each of the Parties to be communicated to the other party in the manner and within the terms provided for in the following art. 11.

Upon termination of the SMEUP Agreement, ICS will deactivate the Services.

Without prejudice to the provisions of the Contract, the Customer acknowledges and accepts that on the expiration date of each Service and in any case, at the end of the Contract for any reason, the Parties will be automatically free from their respective obligations, except for those accrued on the date of withdrawal and not yet fulfilled or not yet expired.

The Customer acknowledges and accepts that it is his sole responsibility to obtain and maintain a copy of the data and / or information and / or content processed through the Services, it being understood that once the Contract or the single Service is terminated, such data and / or information and / or contents may no longer be recoverable, in the absence of suitable back-up.

In any case, the Customer relieves, now by then, SMEUP ICS from any and all liability for any loss or total or partial damage of data and / or information and / or content entered and / or processed by the Customer through the Services.

Any restoration of data and / or information and / or contents, entered and / or processed by the same, is the sole responsibility of the Customer, after reactivating the Service in question, if necessary by concluding a new contract.

## 10. Suspension of Services

**10.1** Without prejudice to the application of the following art. 11, SMEUP ICS, at its discretion and without the exercise of this right being contested as non-fulfillment or violation of the Agreement, reserves the right to suspend the Services or a single Service, even without prior notice in the event that:

a) the Customer defaults on his payment obligations, or violates even one of the provisions contained in the Contract, which may have, at the sole discretion of SMEUP ICS, an impact on the security of the services insured or managed by SMEUP ICS, also in favor of third parties;

b) the Customer fails to meet in due time, in whole or in part, the requests of SMEUP ICS or in any case his behavior is such as to generate the well-founded and reasonable fear that he will default on the Contract;

c) there are good reasons to believe that the Services are being used by unauthorized third parties;

d) there are cases of force majeure or circumstances that, at the sole discretion of SMEUP ICS, require the carrying out of emergency interventions or related to the resolution of security problems, danger for the entire network and / or for people or things; in this case, the Services will be restored when SMEUP ICS, at its discretion, has assessed that the causes that led to the suspension / interruption have actually been removed or eliminated;

e) the Customer is involved, for any reason, in any judicial or extrajudicial dispute of any nature, in the event that said dispute relates to acts and behaviors implemented through the Services and / or the Virtual Infrastructure or other services provided by SMEUP ICS;

f) the suspension of the Services is requested by the Judicial Authority, or other Authorities entitled to such requests;

g) the Customer uses defective or unapproved equipment and / or software, or that have malfunctions that can cause security problems and / or vulnerabilities of the Services, can damage the integrity of the network and / or disturb the Services and / or create risks for the physical safety of people and things.

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**10.2** During the suspension of the Services, the Customer may not have access to data and / or information and / or content entered and / or processed by the same in the Virtual Infrastructure.

**10.3** In any case of suspension of the Service attributable to the Customer, any action by SMEUP ICS for compensation for any damage suffered or costs incurred remains unaffected.

## 11. Withdrawal

**11.1** Each Party may withdraw from the Contract at any time, by means of a message sent by registered letter with return receipt. o Certified Electronic Mail ("PEC") or, to be forwarded to the other, with notice of 60 days from the date of receipt, unless there is a guaranteed minimum duration of the Contract and subject to different specific provisions contained in other contractual documents.

**11.2** Upon expiry of the notice period, the Customer's right to benefit from the Services and the inability to access the archived data will immediately cease.

**11.3** The notice of withdrawal made by the Customer will not release the same from the obligation to pay the fees provided, in the event of early withdrawal with respect to the minimum duration indicated in the contractual documents.

## 12. Express termination clause - termination due to non-fulfillment - termination

**12.1** The non-fulfillment of one of the Parties to the obligations provided for in the Contract, will entitle the non-defaulting Party to request compliance within 30 days of the communication.

In the event that, upon request, the fulfillment does not occur or occurs in partial form, the Contract will be automatically terminated, at the request of the non-defaulting Party.

Where the fulfillment is not possible, or the non-fulfillment cannot be remedied, the Contract will be automatically terminated following a request from the non-defaulting Party.

**12.2** Upon termination of the Contract, the Customer will immediately be unable to use the Services.

**12.3** In the event of termination of the Contract due to liability attributable to the Customer, SMEUP ICS will have the right to withhold any fees already paid even if for Services not yet used, without prejudice to greater damage.

**12.4** It is understood that if the Offer / Order Proposal for Products and Services provides for the provision, by SMEUP ICS to the Customer, of equipment in operating lease mode (hereinafter "Rental"), SMEUP ICS, in in the event of termination of the contract, it will be entitled to recover, upon simple request, the equipment it owns located at the Customer.

In this case, the Customer will allow, without exception, access to the premises where the equipment is located, to technicians appointed by SMEUP ICS for the withdrawal of the same.

## 13. Changes to the Agreement

**13.1.** The Customer acknowledges and accepts that the Services covered by the Contract are characterized by constantly evolving technology; for these reasons SMEUP ICS reserves the right to modify the technical and / or economic characteristics of the Services, the instruments related to them and to vary the conditions of the Contract at any time, even after its signing.

In the event of changes that worsen the contractual conditions to the detriment of the Customer, subject to changes made necessary by law or to ensure the safety of the Systems, from the date of receipt of the communication of contractual change by SMEUP ICS, the Customer will have 30 days of time to express his intention to withdraw from the Services affected by the change, after which the continuation of the use of these Services will constitute an expression of the Client's will to accept the proposed changes.

The Customer acknowledges and accepts that the costs of the software licenses paid, through SMEUP ICS, to the respective licensors will be automatically adjusted in the event of a price change by the licensor. Likewise, the fees due for the use of voice / data lines may be automatically adjusted, in the event of a change in the fees by the operator providing the service. The Customer has the right to withdraw from the Contract according to the terms and conditions set out in the previous art. 11.

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Sede legale: Via Albano Zanella, 23 - 25030 Erbusco (BS)
Sede amministrativa: Via Padova, 11 - 25125 Brescia (BS)

&#9742; **+39 030 2585325**          &#9993; **info@smeup.com**
&#127760; **www.smeup.com**        PEC **smeupics@pec.it**

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**13.2.** Without prejudice to the above, SMEUP ICS may vary the technical characteristics, systems and resources as a result of the normal technological evolution of the hardware and software components, guaranteeing, where possible, the same functionality to the customer.

## 14.      Copyright and Licenses - Limits and Liability - No Resale

**14.1.** The Customer is required to use the Services in compliance with the intellectual and / or industrial property rights of SMEUP ICS and its assignors.

The software provided by SMEUP ICS with the Services, as well as any other copyright or other intellectual property right, are the exclusive property of SMEUP ICS and / or its assignors, therefore the Customer does not acquire any right or title in this regard. and is authorized to use them only during the contractual validity period.

**14.2.** In the case of licenses provided by third party suppliers through SMEUP ICS, the Customer, for himself and for the third parties which he has allowed to use the Services, acknowledges that he has read the terms and conditions of use of said licenses and undertakes to use the software in the manner indicated, including through their respective websites, exclusively for their own personal use.

The Customer undertakes to accept and comply with the terms of the aforementioned licenses.

The Customer declares to be aware of the fact that the licenses exist between the Customer and the owner of the copyright rights on them, with the exclusion of any responsibility of SMEUP ICS.

**14.3** It is expressly forbidden for the Customer to market the Products / Services as an agent, or reseller, or dealer, or distributor, or SMEUP ICS licensee or in any other capacity and, in any case, to market them or use them as SMEUP ICS services, or making use of the trademarks and / or images and / or promotional advertising material of SMEUP ICS and in any case more generally of any intellectual and / or industrial property right, even in fact, used or owned by it, without prejudice to different specific agreements between the Parties.

## 15.      Information security

**15.1** SMEUP ICS undertakes, now by then, not to disclose or make available in any way to third parties the information, defined by the Customer as confidential, known or managed in relation to the execution and / or application of the Contract, in the absence of specific written consent.

**15.2** All information collected is stored and maintained in secure facilities that restrict access to authorized personnel only. The services are constantly monitored to check for any security breaches and ensure that all information collected is protected from any intrusion by third parties.

**15.3** SMEUP ICS takes all reasonable security measures to ensure and guarantee the confidentiality of personal data and to minimize, as far as possible, the dangers of unauthorized access, removal, loss or damage of users' personal data.

## 16.      Final provisions

**16.1.** The Contract cancels and replaces any other previous agreement that may have occurred between SMEUP ICS and the Customer, attributable for any reason to the Products / Services covered by the Contract and its current amendments and constitutes the manifestation of the agreements concluded between the Parties on this subject. No modification, apostille or clause in any case added to the Agreement will be valid and effective between the Parties unless specifically and expressly approved in writing by both. In the event of special agreements with the Customer, these must be formulated in writing and will constitute an addendum to the Contract.

**16.2.** In no case, any non-fulfillment and / or behavior of a Party, different from the Contract, may be considered as exceptions to the same or tacit acceptance of the same, even if not contested by the other Party.

Any inaction by a Party in exercising or enforcing any right or clause of the Contract does not constitute a waiver of such rights or clauses.

**16.3.** Unless otherwise expressly indicated in the Contract, communications between the Parties may be made indiscriminately, by hand, by e-mail, certified or not certified, by registered letter with return

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receipt, ordinary mail or by fax to the addresses indicated in the Contract and , consequently, the same will be considered known at the time of receipt, however proven. Any changes in the addresses and contact details of the Parties must be communicated in the manner described above.

**16.4.** Except for the cases specifically provided for in the Contract, all communications that the Customer intends to send to SMEUP ICS in relation to the Contract, with the exception of requests for assistance, which are managed in the manner referred to in Article 8 above, must be made by PEC.

**16.5.** The Contract will be stored in the SMEUP ICS computer systems and transmitted to the Customer in the manner indicated in the previous article 16.3.

**16.6.** Any total or partial ineffectiveness and / or invalidity of one or more clauses of the Agreement will not result in the invalidity of the others, which must be considered fully valid and effective. Where necessary to ensure the correct interpretation of the Contract, the Parties will in good faith replace and / or modify the clauses that have become or declared null and void.

**16.7.** Although not expressly provided for in the Contract, the Parties expressly refer, to the extent possible, to the laws in force.

**16.8.** Without prejudice to the fact that the following provision does not intend to modify the provisions of the SLA (where provided), any complaints regarding the provision of the Service must be sent by registered letter with return receipt or PEC to: smeupics@pec.it, no later than 3 (three) working days from the moment in which the disservice object of the complaint occurs.

SMEUP ICS will review the complaint and provide a written response within 10 (ten) working days of receipt of the complaint. In the case of complaints for particularly complex facts, which do not allow an exhaustive response within the above terms, SMEUP ICS will inform the Customer within the aforementioned terms on the progress of the practice.

**16.9.** The relations between SMEUP ICS and the Customer established in the Contract cannot in any way be understood as relations of mandate, agency, company, representation, collaboration or association or other similar or equivalent contractual forms.

**16.10.** The Customer undertakes not to transfer the contract to third parties without the prior written authorization of SMEUP ICS. Any unauthorized transfer will be deemed not to have taken place and will not produce effects for SMEUP ICS.

**17.    Treatment of personal data**

**17.1** The processing of personal data communicated between the Parties for the purpose of executing this Agreement and the subsequent provision or use of the Services will take place in accordance with the European Regulation no. 2016/679 (hereinafter GDPR) and to Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, to the privacy information exchanged between the Parties when entering the Customer's data in the registry of the SMEUP ICS systems and in strength of the consent to the processing of data expressed there by the Customer.

**17.2** Where required by the Service provided, SME UP ICS may be appointed as Data Processor pursuant to art. 28 of the GDPR, as per the designation deed attached to these General Conditions.

**18.    Major force**

Neither Party will be held liable to the other for any losses, damages, accidents, delays in the fulfillment of the Contract and the obligations set forth therein in the event of force majeure, i.e. the occurrence of an out-of-control and completely unpredictable event such as, a by way of example but not limited to, national strikes, boycott, lockout, fire, flood, explosion, earthquake, flood, war / declared or not) civil war, pandemic, epidemic and / or contagion containment measures.

**19.    Applicable law and competent court**

**19.1** The Contract is governed by Italian law.

**19.2** Any dispute arising between the Parties inherent or in any case relating to the Contract (including those relating to its formation, validity, interpretation, execution and resolution) will be devolved to the exclusive jurisdiction of the Court of Brescia.

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date                                                          Stamp and signature


_____                    _____


The Customer expressly declares to have read, understood and accepted the provisions referred to in the articles listed below:

3. Completion of the contract; 4.2. non-refundable; 6.2, 6.3, 6.6 and 6.7. warranty and liability limits; 7.1. limitations on indemnities and compensation; 7.9. and 7.11 indemnification and prohibition of cancellation of employees and collaborators; 8.4. liability exemption; 9. Duration of the Contract - Term; 10.1 cases of suspension of the Services; 11. Withdrawal; 12. Express termination clause - termination due to non-fulfillment - termination; 13. Amendments to the Agreement; 14.3. prohibition of resale; 19. Applicable law and competent court.


date                                                          Stamp and signature


_____                    _____