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		SMEUP LAB SRL TERMS AND CONDITIONS					

SMEUP LAB SRL TERMS AND CONDITIONS

July 2025 Edition



SMEUP LAB S.R.L.


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

+39 030 7724111

www.smeup.com

PEC smeuplab@pec.it

C.F./ Reg.Imp e P. IVA 04304110986 - REA: BS - 604370 - Capitale Sociale € 10.000,00 i.v.
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1. LICENSE TO USE

DEFINITIONS

"Contract" means the agreement between the Parties concerning the License to Use, as specified below, these Terms and Conditions and any additional documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence will be adopted:

- A. Offer signed
- B. License to Use
- C. License Terms and Conditions

"Producer" means SMEUP LAB srl as the producer of the Program and as such the owner of the related industrial and intellectual property rights.

"Reseller" means any company officially authorized by the Producer to license the Producer's Program. The Producer itself may also be called a "Reseller".

"Customer or Licensee" means the person who will benefit from the services offered by the Program.

"Party or Parties" to the Agreement means the Producer/Reseller, the Customer and their successors and assigns.

"Program" means all standard programs that make up the generic version distributed to multiple Customers. "Customized Program" means all programs for which a specially modified version has been created at the Customer's request.

"Use License" means the right granted by the Producer/Reseller to use the Program, in exchange for the payment of a one-time fee (Perpetual Use License) or a fixed-term fee (Fixed-Term Use License), as indicated in the Use License document.

A "Named User" means a person, application, or device designed to establish one or more connections to the Licensed Program or any component thereof. A "Concurrent User" means a person, application, or device connected to the Licensed Program or any component thereof.

An "External User" means exclusively a person who is not part of the company organization, such as, by way of example and not limited to, the Customer's customers and suppliers. Multi-mandate agents are considered External Users. Employees, collaborators, and single-mandate agents of the Customer are not considered External Users. A User with multiple connections to the Program is considered a single User (Concurrent or Named or External). The License to Use may be issued in relation to the number of Concurrent Users or, alternatively, to the number of Named Users and to the possible number of External Users who may use the License to Use regardless of the machine(s) on which the Program is installed.

The release methods for the number of Named or Concurrent Users are indicated in the License to Use document issued by the Producer/Reseller and released to the Customer expressly indicated on the document itself and/or in the order form.

1. OBJECT

- 1.1 The object of the Contract is the transfer to the Customer under a non-exclusive and non-transferable License to Use the Program indicated in the License to Use document, for a fixed or indefinite period.
- 1.2 The Program ordered by the Customer is selected by the Customer based on their needs and the equipment on which it will be used. The Customer is solely responsible for choosing the Program and is responsible for ensuring that the equipment for which it is intended is configured appropriately for its operation.
- 1.3 With the License to Use, the Customer acquires the right to consult the technical documentation



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or other technical support material released by the Producer/Reseller relating to the Program covered by the License to Use. Such material may be released by the Producer/Reseller either on magnetic media accompanying the standard Program covered by the License to Use, or via an Internet connection.

- 1.4 The provision of the Program version in source code format is excluded. Therefore, if agreed upon, it must be expressly mentioned in the License Agreement. Also excluded from the License Agreement are any services for setting up the operating environment, customization, connection to other procedures, conversion, and data loading.
- 1.5 Program maintenance, support, development and consultancy services are governed by other Agreements and specific Conditions to which they refer.
- 1.6 Under the License issued by the Producer/Reseller, the Customer may:
 - A. use the Licensed Program for the number of Concurrent or Named Users and any External Users indicated in the Licensed Program;
 - B. copy or translate the Program or any part of it into executable form. The Customer may also:
 - A. request to increase the number of Users (Named or Concurrent or External) upon written communication confirmed by the Program Producer/Reseller, it being understood that such change will entail the payment of a fee to adjust the License to Use, which will be agreed upon from time to time;
 - B. use the Program on multiple machines both to ensure the high reliability of your information system and to be able to activate test and development environments;
 - C. Install the Program components included in the License Agreement that perform the Customer function within client/server applications on multiple machines. Use of the Customer component is permitted only within the limits of Named or Concurrent Users as per the License Agreement.

2. DURATION

- 2.1 In the case of a perpetual license, its effective date corresponds to the date of signing the License Agreement, unless otherwise specified in the License Agreement. In the case of a fixed-term license, its duration is indicated in the License Agreement itself.
- 2.2 Unless otherwise agreed, the fixed-term License to Use will automatically renew at the end of the term for an equivalent period, unless one of the Parties cancels it by sending a notice to the other Party via certified email or registered mail with return receipt:
 - at least 60 days before the expiry date if the Customer is the terminating Party;
 - at least 180 days before the expiry date in the event that the Producer/Supplier is the terminating Party.
- 2.3 The Producer/Reseller has the right, regardless of the reasons, to withdraw from the Contract at any time with at least 180 days' notice prior to the effective date of the withdrawal.
- 2.4 Within 30 days of termination of the Fixed-Term License, the Customer undertakes to destroy or return the original Program and any full or partial copies thereof in any form, including translations, compilations and full or partial copies thereof in the context of modifications, derivative works and updates, or incorporated into other programs.
- 2.5 The Customer may be asked to provide written confirmation that he has fulfilled the obligations set out in Article 2.



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3. PROGRAM OWNERSHIP

- 3.1 Use of the License to Use is subject to the current legislation set forth in the Copyright Law (Law 22 April 1941 n. 633 and subsequent amendments).
- 3.2 The Program subject to the License to Use remains the exclusive property of the Producer.
- 3.3 Any customizations of the Program made by the Producer/Reseller based on specific instructions from the Customer may be transferred by the Producer/Reseller to other Customers and may be inserted totally or partially into the Producer/Reseller's standard Program without any obligation being owed to the Customer, even if made upon request and analysis by the Customer.

4. LIMITATIONS OF THE LICENSE OF USE

- 4.1 The Customer acknowledges that the Program will only function for the maximum number of Users (Concurrent or Nominal or External) indicated in the License to Use.

5. PROHIBITIONS FOR THE CUSTOMER

- 5.1 The Customer is prohibited from assigning or transferring the Contract, the License to Use or the Program to third parties, as well as any other rights or obligations arising therefrom, without the prior written consent of the Producer/Reseller.
- 5.2 The Customer is prohibited from granting sublicenses of the Program to third parties.
- 5.3 Unless otherwise authorized in writing by the Producer/Reseller, use of the Program by third parties other than the Customer, whether for a fee or not, via local and/or remote connection is prohibited.

6. CUSTOMER OBLIGATIONS

- 6.1 The Customer will prepare, at its own expense, the computers, terminals, premises, electrical systems and data lines, in accordance with the current technical standards.
- 6.2 The Customer will be responsible for the choice and use of the Program as well as for regularly updating the operating systems involved in its optimal functioning.
- 6.3 The Customer declares to be aware of and accept the hardware and software prerequisites necessary for the installation and correct functioning of the Program.
- 6.4 The Customer remains solely responsible for the technical and operational preparation of its personnel for the use of the Program.
- 6.5 The Customer is solely responsible for controlling the data, processing and printouts resulting from the use of the Program.
- 6.6 It is the Customer's sole responsibility:
 - A. define and activate security procedures relating to the confidentiality of data access;
 - B. arrange for periodic backup copies of your data to be made;
 - C. update backup copies of the Custom Program after any modifications;
 - D. keep your copy of the Program up to date.
- 6.7 The Customer undertakes to take the necessary precautions to ensure that the persons authorised to have access to the Programme undertake:
- 6.8 not to transfer the Program to third parties without the prior written consent of the Producer/Reseller;
 - A. not to make the Program available to third parties, except to persons authorized by the Customer and for purposes strictly connected to the authorized use of the Program itself;
 - B. to reproduce and include any copyright notices and other proprietary rights notices in the Program on each authorized copy of the Program;



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- C. to ensure that the Program has been completely erased before disposing of or otherwise transferring any physical media of the Program.
- 6.9 Any anomalies or malfunctions of the Program must be communicated to the Producer/Reseller via certified email or registered mail within 30 days of discovery.
- 6.10 Any change to any of the Customer's identification data with which the License to Use was issued, and in particular any change to the company name, operational headquarters or VAT number, must be communicated to the Producer/Reseller via certified email or registered mail with return receipt no later than 8 days after the change.
- 6.11 The Customer hereby authorizes the Producer/Reseller to access his/her system and also undertakes to provide the data necessary to verify the use of the Program covered by the License to Use, with particular reference to the data necessary to verify the number of Users (Concurrent Users or Nominal or External) who use the Program.
- 6.12 The Customer expressly authorizes the Producer/Reseller to use its name or its brand and/or logo as a reference on advertising material printed or published on its website, unless otherwise agreed.


7. PROGRAM WARRANTY

- 7.1 The Program is provided in the most recent release version available at the time of installation.
- 7.2 Except as required by law, the Producer/Reseller does not warrant that the functions contained in the Program will meet the Customer's requirements or that the operation of the Program will be uninterrupted or error-free and that all defects in the Program can be promptly corrected.
- 7.3 The warranty on the standard Licensed Program consists in the delivery of a new release of the Program capable of eliminating anomalies or imperfect functioning of the Program itself, provided that such anomalies are attributable to the functions foreseen and illustrated in the commercial descriptions of the application.
- 7.4 The times and methods for the removal of anomalies will be established by the Producer/Reseller based on the malfunction and problem reported.
- 7.5 The Program licensed for evaluation or demonstration purposes is provided without any warranty.
- 7.6 In the absence of a Software Maintenance Agreement, the warranty on the standard Licensed Program expires upon the release of a new version by the Producer/Reseller. If a new version is released before the minimum warranty period established by law, the Producer/Reseller undertakes to provide the new version, including the defect removal, without this implying the signing of an Application Program Maintenance Agreement.
- 7.7 In the event that the Customer subscribes to the Application Program Maintenance Contract, the warranty for the License of Use is extended to the entire duration of the Application Program Maintenance Contract.
- 7.8 The warranty will immediately expire in the event of any hardware and/or software modification not authorized by the Producer/Reseller that affects the functioning of the Program.
- 7.9 The Producer/Reseller assumes no obligation and provides no further guarantee beyond that set out in this clause.

8. PRODUCER/RESELLER LIMITS OF LIABILITY

- 8.1 Without prejudice to any mandatory legal limits, the Customer agrees that the maximum limit of liability of the Producer, or of the Reseller if a legal person other than the Producer, for ascertained damages of any kind and for any reason consequent and in any case connected to



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the malfunctioning of the Program in question, shall be limited to:

- A. for the Indefinite Use License, the reimbursement of the amount paid by the Customer as compensation for the application module containing the programs that caused the damage in addition to the compensation for the average number of Users of the Customer who actually use the application module that caused the damage, up to a maximum of 10 Users;
- B. for the Fixed-Term License to Use, the reimbursement of the amount paid by the Customer as a quarterly fee for the application module containing the programs that caused the damage in addition to the quarterly fee for the average number of the Customer's Users who actually use the application module that caused the damage, up to a maximum of 10 Users.

The right to compensation for any further damages is excluded.

- 8.2 The Producer/Reseller expressly excludes any liability for direct or indirect damages of any nature that the Customer or third parties may in any way suffer, including those arising from the use, or failure to use, of the Program and from errors therein.
- 8.3 Any instructions provided by the operational personnel responsible for providing the License to Use do not relieve the Customer from the exclusive responsibility of protecting their data by adopting all appropriate security measures.

9. PAYMENT OF FEES

- 9.1 The conditions and terms of payment are reported in the License to Use form.
- 9.2 In any case of non-payment or late payment, default interest will be due at the rate established by Legislative Decree 231/02.
- 9.3 Delays exceeding 30 days may result, at the discretion of the Producer/Reseller, in termination of the Contract or suspension of the Service.
- 9.4 If the Customer wishes to dispute an invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 20 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be void.

The communication must contain the following information:

- A. date and number of the disputed invoice;
- B. disputed amount;
- C. reason for the dispute;
- D. relevant supporting documentation.
- 9.5 For a fixed-term License, the fees are inclusive of the Application Program Maintenance fee. At the beginning of each calendar year, the fee established in the Agreement may automatically increase according to the ISTAT (Italian National Institute of Statistics) cost-of-living index, and the amount will be rounded up to the next Euro.
- 9.6 The Producer/Reseller, in any case and regardless of the ISTAT FOI increase, will have the right to communicate to the Customer any change in the fixed-term License fee with at least 90 days' written notice, without prejudice to the effective date of the new calendar year. In this case, the Customer will have the right to withdraw from the Contract with at least 60 days' notice .

10. TERMINATION

- 10.1 The Supplier may terminate the Agreement with immediate effect in the following cases:



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- A. for violation by the Customer of the obligations set out in articles 5.1, 5.2, 5.3;
- B. for violation by the Customer of the obligations set forth in articles 6.2, 6.3, 6.4, 6.5, 6.7;
- C. for failure to pay, incorrectly pay, or partial payment of the fees for the License to Use;
- D. for tampering with the Program by unauthorized personnel;
- E. in all cases of proven use of the Program contrary to the law;
- F. in case of violation of Article 14.4.

10.2 Should the above circumstances occur, the Producer/Reseller will be entitled to communicate by certified email or registered letter with return receipt the intention to exercise its rights under this clause and the termination effect will occur as a result of the receipt of such communication by the Customer.

10.3 In the event of termination, without prejudice to the Producer/Reseller's right to compensation for damages, the Customer will not be entitled to any refund.

10.4 Within 30 days of termination of the Agreement, the Customer must destroy all copies of the Program and documentation in its possession. To this end, the Customer authorizes the Producer/Reseller's personnel to access its premises to verify the Program's deletion or to perform it directly.

11. CONFIDENTIALITY

11.1 The Producer/Reseller undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Any concepts, ideas, skills, or techniques relating to the activities developed by the Producer/Reseller's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.

11.2 Should the aforementioned concepts, ideas, skills and techniques materialize into inventions, discoveries or improvements, they will be the exclusive property of the Producer/Reseller who reserves all rights of economic exploitation.

11.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.

11.4 A separate confidentiality agreement that the Parties undertake to sign together with the other contractual documents forms an integral part of the Contract.

12. FORCE MAJEURE

12.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening provisions of law, regulations, and other measures issued by public authorities, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or national strikes. In such cases, the Parties shall inform each other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.

13. APPLICABLE LAW AND JURISDICTION

13.1 The Contract is governed by Italian law.

13.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.



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14. FINAL CLAUSES

- 14.1 Any modification to the Contract requires the written form and the signature of the Parties on pain of nullity.
- 14.2 Any communication between the Parties relating to the Contract shall be sent by PEC (certified email) or registered letter with return receipt.
- 14.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Producer/Reseller and the Customer regarding the License Agreement. In the event of a conflict between the provisions of the Agreement and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Agreement shall prevail.
- 14.4 The Customer undertakes, for the entire duration of these Terms and Conditions and for the 12 (twelve) months following their expiry or termination, including for periods in which no provision of Services is in progress between the Parties, not to establish and/or cause to be established with SMEUP LAB employees and/or collaborators, who are engaged in activities relating to these Terms and Conditions and the related attachments where present, any form of working collaboration, whether as an employee or independent contractor, without the prior written authorization of SMEUP LAB. In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.
- 14.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties without the prior written agreement of the Parties.
- 14.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

15. PROCESSING OF PERSONAL DATA

- 15.1 The Parties undertake to comply with the provisions of Legislative Decree 196/2003 (Privacy Code), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the "protection of natural persons with regard to the processing of personal data and the free movement of such data" (hereinafter "GDPR"), as well as any other relevant legal or regulatory provision and the provisions of the Italian Data Protection Authority applicable to the services/activities covered by the Contract.
- 15.2 Each Party acknowledges and accepts that the personal data relating to the other Party, as well as the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Agreement, will be processed by the other Party as Data Controller for purposes strictly functional to the establishment and execution of the Agreement itself and in accordance with the information provided by each Party pursuant to and for the purposes of Article 13 of the GDPR, which the other Party hereby undertakes to bring to the attention of its employees/collaborators, as part of its internal procedures.
- 15.3 It is understood that the data referred to in the preceding paragraph will be processed, according to the principles of lawfulness and fairness, in a manner that protects the fundamental rights and freedoms of the interested parties, in compliance with appropriate technical and organizational measures to ensure a level of security appropriate to the risk, using manual and/or automated methods.



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PEC smeuplab@pec.it

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15.4 The Parties acknowledge that the performance of this Agreement does not involve SMEUP LAB processing the personal data of third parties for which the Customer is the Data Controller. Should the performance of this Agreement involve SMEUP LAB processing third-party data on behalf of the Customer in the future, SMEUP LAB will be designated as the Data Processor pursuant to Article 28 of the GDPR.



SMEUP LAB S.R.L.

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


+39 030 7724111



www.smeup.com

PEC smeuplab@pec.it

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2. APPLICATION PROGRAM MAINTENANCE SERVICE

DEFINITIONS

"Contract" means the agreement between the Parties concerning the Application Program Maintenance Service, consisting of these Terms and Conditions, any Application Program Maintenance Sheet and any additional documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence will be adopted:

- a. Offer signed
- b. Application Program Maintenance Sheet

"Producer" means SMEUP LAB srl as the producer of the Program and as such the owner of the related industrial and intellectual property rights.

"Reseller" means any company officially authorized by the Producer to offer and market the Producer's Programs under a License Agreement. The Producer itself may also be called a "Reseller."

"Customer or Licensee" means the person who will use the Service.

"Party or Parties" to the Agreement means the Producer/Reseller, the Customer and their successors and assigns.

"Program" refers to all standard programs that make up the generic version distributed to multiple Customers. "Customized Program" refers to all programs for which a specially modified version has been created at the Customer's request.

"Use License" means the right granted by the Reseller to use the Program, in exchange for the payment of a one-time fee (Perpetual Use License) or a fee with fixed terms (Fixed-Term Use License).

"Named User" means a person, application or device used to establish one or more connections to the Licensed Program or any of its components.

"Concurrent User" means a person, application or device connected to the Licensed Program or any component thereof.

An "External User" is defined exclusively as a person who is not part of the company organization, such as, but not limited to, the Customer's customers and suppliers. External Users include multi-mandate agents. Employees, collaborators, and single-mandate agents of the Customer are not considered External Users. A User with multiple connections to the Program is considered a single User (Concurrent, Named, or External). The License to Use may be issued based on the number of Concurrent Users or, alternatively, on the number of Named Users and any number of External Users who may use the License to Use regardless of the machine(s) on which the Program is installed.

The release methods for the number of Named or Concurrent Users are indicated in the Application Program Maintenance Contract issued by the Reseller and released to the Customer.

1. OBJECT

1.1 The Service is intended to distribute new complete or partial versions of the Program to Customers, directly or through the Reseller network.

1.2 The Service is applicable to the Program in the latest released version, belonging to the Application Modules listed in the Application Program Maintenance Sheet and installed at the Customer's premises, provided that the fee for the Use License has been paid in full.

1.3 The Service grants the Customer the right to receive, upon written request for the entire duration of the Contract, by magnetic medium or via the Internet, any modifications and/or additions to the Program prepared by the Producer/Reseller resulting from:




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+39 030 7724111

 www.smeup.com

PEC smeuplab@pec.it

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- a. changes in laws and regulations in civil and fiscal matters that lead to changes in the scope of the processing carried out by the Program;
- b. modifications aimed at improving or expanding the performance of the Program, made by the Producer/Reseller even independently of what is indicated in the letter "a." above, but always referring exclusively to the latest released version of the Program;
- c. corrected or modified programs to eliminate any anomalies.

1.4 The Service, limited to Maintenance contracts for Application Programs relating to Sme.UP ERP, grants the Customer the right to receive, for the entire duration of validity, telephone technical support for a maximum duration of 15 minutes per day for application assistance on the Program.

2. DURATION

2.1 The effective date of the Contract corresponds to its signature date, unless otherwise indicated in the Contract itself. The Application Program Maintenance Contract has a duration of one year, from January 1st to December 31st. If the Contract begins in a month other than January, the fee for the first year will be pro-rated on a monthly basis, starting from the month indicated in the Contract and ending on December 31st of the same year. Once aligned with the calendar year, the Contract automatically renews annually, unless terminated by either Party via certified email or registered mail with return receipt at least 90 days prior to the expiration date.

2.2 At the beginning of each year, the maintenance fee may automatically increase according to the ISTAT FOI cost-of-living index. In any case, the amount will be rounded up to the next Euro.

2.3 The Producer/Reseller, in any case and regardless of the ISTAT FOI increase, will have the right to communicate the change in the Maintenance fee to the Customer with at least 60 days' written notice, without prejudice to the effective date of the new calendar year. In this case, the Customer will have the right to withdraw from the Contract with at least 30 days' notice.

2.4 The Producer/Reseller, regardless of the reasons, may withdraw from the Contract at any time with at least 90 days' notice prior to the effective date of the withdrawal.

3. EXCLUSIONS FROM THE SERVICE

3.1 The Service is not applicable in the event of legislative, fiscal, social security or contractual changes that entail substantial structural changes to the entire Program or to a major part of it.

3.2 The Service does not include installation times and costs.

3.3 The Service does not include any support times, modification training, conversion interventions, data realignment, or customization realignment.

4. SERVICE LIMITS

4.1 Each copy of the Program will be functional only for the maximum number of Concurrent or Named Users indicated in the Contract.

4.2 The Customer remains solely responsible for the technical and operational training of its staff in using the Program. Under no circumstances can telephone support replace the various services provided for training operational staff.

4.3 The Producer/Reseller guarantees to fulfill the requests arising from the obligations set forth in Article 1.3 based on the priority and severity of the requests.

4.4 The Telephone Assistance Service, if provided, is active from Monday to Friday, from 8:00 am to 6:00 pm GMT+1 on weekdays only.



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4.5 Any intervention aimed at resolving problems through activities on stored data is excluded from the Service.

4.6 The Telephone Support Service, if available, has a maximum connection time of 15 minutes per day. Any additional time will be charged to the Customer based on the current rates indicated in the Project Offer or in the Application and Systems Support Fee Schedule.

5. PROHIBITIONS FOR THE CUSTOMER

5.1 The Customer is prohibited from assigning or transferring the Service to third parties, as well as any other rights or obligations deriving from the same without the prior written consent of the Producer/Reseller.

6. CUSTOMER OBLIGATIONS

6.1 The Customer is solely responsible for ensuring the programs are updated correctly in operational terms and to this end must scrupulously follow the instructions relating to the update.

6.2 Before applying the changes, it is the Customer's responsibility to make one or more copies of all data affected by the Program as a precaution.

6.3 The Customer shall carry out all checks on: data, processing and printing following the application of each update.

6.4 Any change to any of the Customer's identification data used to issue the Contract, and in particular any change to the company name, operational headquarters, or VAT number, must be communicated to the Producer/Reseller via certified email or registered mail no later than 8 days after the change.

6.5 The Customer expressly authorizes the Producer/Reseller to use its brand and/or logo on the pages of its institutional websites and/or on other media and authorizes the latter to publish the aforementioned distinctive signs on its web pages which allow linking to the institutional website of the Producer/Reseller itself.

7. PRODUCER/RESELLER LIABILITY LIMITS

7.1 Subject to any mandatory legal limitations, the Customer agrees that the maximum liability of the Producer and/or the Reseller, if a legal entity other than the Producer, for proven damages of any kind and in any way resulting from or in any way connected to the Program Maintenance Service, shall be constituted by a reimbursement equal to 50% of the amount paid by the Customer, in the last year of Service, as a fee for the Maintenance Service for the application module containing the program that caused the damage, in addition to the fee for the average number of the Customer's Users who actually use the application module that caused the damage, up to a maximum of 10 Users. The right to compensation for any further damages is excluded.

7.2 The Producer/Reseller expressly excludes any liability for direct or indirect damages of any nature that the Customer or third parties may in any way suffer, including those arising from the use, or failure to use, of the Program and from errors therein.

7.3 Any information provided by the Producer/Reseller's operational staff does not relieve the Customer from the exclusive responsibility of protecting their data by adopting all appropriate security measures.

8. PAYMENT OF FEES

8.1 The payment terms and conditions are reported in the Application Program Maintenance Sheet.

8.2 In any case of non-payment or late payment, default interest will be due at the rate established by Legislative Decree 231/02.



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8.3 Delays exceeding 30 days may result, at the discretion of the Producer/Reseller, in the termination of the Contract or the suspension of the Service.

8.4 If the Customer wishes to dispute an expiring invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 20 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be null and void.

The communication must contain the following information:

- date and number of the disputed invoice;
- disputed amount;
- reason for the dispute;
- relevant supporting documentation.

9. TERMINATION

9.1 The Supplier may terminate the Agreement with immediate effect in the following cases:

- for violation by the Customer of the obligations not to transfer the Program, as indicated in article 5 of the License Agreement;
- for failure to pay, incorrectly pay, or partial payment of the fees for the Maintenance Contract or the License to Use, indicated in the respective Contracts;
- for tampering with the Program by personnel not authorized by the Producer/Reseller;
- in case of violation of Article 13.4.

9.2 Should the circumstances specified above occur, the Producer/Reseller will be entitled to communicate by registered letter with return receipt the intention to exercise its rights under this clause and the termination effect will occur as a consequence of the receipt of such communication by the Customer.

9.3 In the event of termination, without prejudice to the Producer/Reseller's right to compensation for damages, the Customer will not be entitled to any refund.

10. CONFIDENTIALITY

10.1 The Producer/Reseller undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Any concepts, ideas, skills, or techniques relating to the activities developed by the Producer/Reseller's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.

10.2 In the event that the aforementioned concepts, ideas, skills and techniques should materialize in inventions, discoveries or improvements, these will be the exclusive property of the Producer/Reseller who reserves all rights of economic exploitation.

10.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.

10.4 A separate confidentiality agreement forms an integral part of the Contract, which the Parties undertake to sign together with the other contractual documents.

11. FORCE MAJEURE

11.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening laws, regulations, and other public authority measures, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or nationwide strikes. In such cases, the Parties shall inform each



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other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.

12. APPLICABLE LAW AND JURISDICTION

12.1 The Contract is governed by Italian law.

12.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.

13. FINAL CLAUSES

13.1 Any modification to the Contract requires the written form and signature of the Parties on pain of nullity.

13.2 Any communication between the Parties relating to the Contract must be sent via certified email or registered letter with return receipt.

13.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Producer/Reseller and the Customer relating to the Service. In the event of a conflict between the provisions of the Agreement and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Agreement shall prevail.

13.4 The Customer undertakes, for the entire duration of these Terms and Conditions and for the 12 (twelve) months following their expiry or termination, including for periods in which no provision of Services is in progress between the Parties, not to establish and/or cause to be established with SMEUP LAB employees and/or collaborators, who are engaged in activities related to these Terms and Conditions and the related attachments where present, any form of working collaboration, whether as an employee or independent contractor, without the prior written authorization of SMEUP LAB.

In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.

13.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties unless by prior written agreement between the Parties.

13.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

14. PROCESSING OF PERSONAL DATA

14.1 The Parties undertake to comply with all obligations set forth in 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 the processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as with relevant national regulations and the provisions of the Italian Data Protection Authority.

14.2 By accepting the Contract, the Customer acknowledges and agrees that the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be communicated by the Customer to SMEUP LAB and processed by the latter as Data Controller for the execution of the Contract itself for purposes strictly functional to its establishment and execution.

14.3 The Parties acknowledge that SMEUP LAB's performance of the activities under this Agreement involves the processing of personal data of third parties, of which the Customer is the Data Controller. Therefore, the Customer has exclusive discretion regarding the purposes and means of such processing.



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SMEUP LAB is appointed as Data Processor pursuant to Article 28 of the GDPR, as per the designation document attached to this Agreement.



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3. TELEPHONE ASSISTANCE SERVICE: HELP DESK

DEFINITIONS

"Contract" means the agreement between the Parties relating to the Telephone Assistance Service: Help Desk, consisting of these Terms and Conditions, any Telephone Assistance Service: Help Desk Activation Form and any additional documents agreed upon and signed by the Parties.

In case of discrepancy between the above documents, the following order of precedence will be adopted:

- A. Offer or Activation Card for Telephone Assistance Service: Help Desk;
- B. Technical Data Sheet;
- C. Terms And Conditions Telephone Assistance Service: Help Desk.

"Supplier" means SMEUP LAB srl or any other associated company that offers the Services and performances covered by these Terms And Conditions.

"Customer" means the person who will use the Service.

"Party or Parties" to the Contract means the Supplier, the Customer and their successors and assigns.

"Third Parties" means all subjects, natural persons, legal entities and/or entities other than the Supplier and the Customer.

"Help Desk Telephone Assistance Service Offer or Activation Form" means the document signed by the Customer describing the Services provided by the Supplier. A "Technical Data Sheet" may be attached to it, further detailing the services provided by the Supplier.

"Service" means any service or activity provided by the Supplier for the benefit of the Customer as better described in these Terms and Conditions for Telephone Assistance Service: Help Desk, in the Telephone Assistance Service: Help Desk Activation Form and in the Technical Data Sheet, if applicable.

1. OBJECT

- 1.1 The Service provides first and/or second level telephone technical support provided in accordance with these Terms and Conditions of the Telephone Assistance Service: Help Desk, the Telephone Assistance Service: Help Desk Activation Form and any Technical Data Sheet.

2. DURATION

- 2.1 The start date of the Service is indicated in the Offer or Activation Form for the Telephone Assistance Service: Help Desk or, in its absence, from the date of subscription to the Offer/Activation Form itself.
- 2.2 The duration of the Service is indicated in the Offer/Activation Form for the Telephone Assistance Service: Help Desk.
- 2.3 Unless otherwise agreed, the Service is automatically renewed at the end of the Contract period for an equivalent period, unless the Customer cancels by sending certified email or Registered letter with return receipt to the Supplier, with at least 90 days' notice before the expiration date.
- 2.4 At the beginning of each year, the fee may automatically increase according to the ISTAT (Italian National Institute of Statistics) cost-of-living index. In any case, the amount will be rounded up to the nearest euro.
- 2.5 The Supplier, in any case and regardless of the ISTAT FOI increase, will have the right to communicate the change in the Service fee to the Customer, effective from the new calendar year and with at least 90 days' written notice. Should this occur, the Customer will have the right to withdraw from the Contract with at least 30 days' notice.
- 2.6 The Supplier, regardless of the reasons, may withdraw from the Contract at any time with at least



SMEUP LAB S.R.L.

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PEC smeuplab@pec.it

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90 days' notice prior to the effective date of the withdrawal.

3. SERVICE LEVEL AGREEMENT (SLA)

- 3.1 The Service delivery methods and the Service Level percentages are indicated in the Technical Data Sheet. If no SLA is indicated in the Technical Data Sheet, unless otherwise indicated or agreed between the Parties, the reference SLA will be assumed to be 99.00%.
- 3.2 If the Service provided by the Supplier falls below the SLA percentage established pursuant to Article 3.1, the Customer will be paid an amount equal to 50% of the fee for a quarter of Service. The reference period for verifying compliance with the SLAs is to be considered on an annual basis.
- 3.3 It is understood that for the purposes of verifying and calculating the guaranteed SLA percentage, any interruptions, malfunctions or delays in the provision of the Services caused by:
 - A. incorrect use of the Service by the Customer;
 - B. malfunction of the network system, the electrical system and/or the terminals used by the Customer;
 - C. execution of interventions and/or tampering with the Service by the Customer or third parties not expressly authorised by the Supplier;
 - D. total or partial interruption of access services and/or connection due to force majeure or acts of third parties;
 - E. failure by the Customer to comply with applicable laws and regulations;
 - F. malfunction of third-party software.

4. SERVICE LIMITS

- 4.1 The Telephone Assistance Service: Help Desk cannot be considered a substitute for the services provided for the training of operational personnel or other Services governed by other Contracts.
- 4.2 The Service does not cover the resolution of problems involving activities aimed at modifying or reconstructing the Customer's database.
- 4.3 It is at the Supplier's discretion to determine whether the problems reported by the Customer can be resolved over the telephone or require on-site intervention.
- 4.4 The Service does not include modifications, updates or installations of programs.
- 4.5 The Service provides a maximum telephone connection time of 15 minutes per day. Any additional time will be charged to the Customer based on the current rates indicated in the Application and System Support Rates Sheet.

5. CUSTOMER OBLIGATIONS

- 5.1 It is the Customer's sole responsibility to ensure that the personnel assigned to use the Program have adequate technical and operational training both for the general use of the computer and its peripheral components, and with regard to knowledge of the procedures to be performed, with particular reference to the operating methods required by the Program itself.
- 5.2 The Customer will independently prepare the premises, equipment, connectivity, hardware, software and anything else necessary for the use of the Service, bearing the related costs and verifying their compliance with its needs and all applicable legislation, including regulatory legislation.
- 5.3 The Customer guarantees that he or she owns the equipment necessary to use the Service or, in any case, that he or she has been authorised to use the aforementioned equipment.



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- 5.4 Any change to any of the Customer's identification data with which the Contract was issued, and in particular any change to the company name, operational headquarters or VAT number, must be communicated to the Supplier via certified email or registered mail within 8 days of the change.
- 5.5 The Customer expressly authorizes the Supplier to use its trademark and/or logo on the pages of its institutional websites and/or on other media and authorizes the same to publish the aforementioned distinctive signs on its web pages that allow links to the Supplier's institutional website.

6. SUPPLIER'S LIMITS OF LIABILITY

- 6.1 Without prejudice to any mandatory legal limits, the Customer agrees that the maximum limit of the Supplier's liability for proven damages of any kind and for any reason resulting from or in any way connected to the Service, shall be constituted by the reimbursement of the amount paid by the Customer equal to, at most, one quarter of the annual fee. The right to compensation for any further damages is excluded.
- 6.2 The Supplier expressly excludes any liability for direct or indirect damages of any nature that the Customer or third parties may in any way suffer, in relation to or dependent on this Contract, including those arising from the use or failure to use the procedures or from errors therein.
- 6.3 Any information provided by operational personnel assigned to the Service does not relieve the Customer from the sole responsibility of protecting their data by adopting all appropriate security measures.

7. PAYMENT OF FEES

- 7.1 The payment terms and conditions are shown in the Offer/Telephone Assistance Service Activation Form: Help Desk.
- 7.2 In any case of non-payment or late payment, default interest will be due at the rate established by Legislative Decree 231/02.
- 7.3 Delays exceeding 30 days may result, at the Supplier's discretion, in termination of the Contract or suspension of the Service.
- 7.4 If the Customer wishes to dispute an invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 30 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be void. The communication must contain the following information:
- A. date and number of the disputed invoice;
 - B. disputed amount;
 - C. reason for the dispute;
 - D. relevant supporting documentation.

8. TERMINATION

- 8.1 The Supplier may terminate the Agreement with immediate effect in case of:
- A. failure to pay, incorrectly pay, or partial payment of fees for the Service;
 - B. the violation of one of the obligations set out in Articles 5.1 and 5.2;
 - C. in case of violation of Article 12.4.
- 8.2 If the above circumstances occur, the Supplier will be entitled to communicate via PEC (certified email) or registered letter with return receipt the intention to exercise its rights under this clause



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and the termination effect will occur as a consequence of the receipt of such communication by the Customer.

- 8.3 In the event of termination, without prejudice to the Supplier's right to compensation for damages, the Customer will not be entitled to any refund.

9. CONFIDENTIALITY

- 9.1 The Supplier undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Concepts, ideas, skills, or techniques relating to the activities developed by the Supplier's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.
- 9.2 Should the aforementioned concepts, ideas, skills, and techniques materialize into inventions, discoveries, or improvements, they will be the exclusive property of the Supplier, who reserves all rights to their economic exploitation.
- 9.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.
- 9.4 A separate confidentiality agreement that the Parties undertake to sign together with the other contractual documents forms an integral part of the Contract.

10. FORCE MAJEURE

- 10.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening provisions of law, regulations, and other measures issued by public authorities, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or national strikes. In such cases, the Parties shall inform each other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.

11. APPLICABLE LAW AND JURISDICTION

- 11.1 The Contract is governed by Italian law.
- 11.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.

12. FINAL CLAUSES

- 12.1 Any modification to the Contract requires the written form and the signature of the Parties on pain of nullity.
- 12.2 Any communication between the Parties relating to the Contract shall be sent by PEC (certified email) or registered letter with return receipt.
- 12.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Supplier and the Customer relating to the Service. In the event of a conflict between the provisions of the Contract and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Contract shall prevail.
- 12.4 The Customer undertakes, for the entire duration of these Terms and Conditions and for the 12 (twelve) months following their expiry or termination, including for periods in which no provision



SMEUP LAB S.R.L.


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

+39 030 7724111

www.smeup.com

PEC smeuplab@pec.it

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of Services is in progress between the Parties, not to establish and/or cause to be established with SMEUP LAB employees and/or collaborators, who are engaged in activities relating to these Terms and Conditions and the related attachments where present, any form of working collaboration, whether as an employee or independent contractor, without the prior written authorization of SMEUP LAB. In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.

12.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties without the prior written agreement of the Parties.

12.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

13. PROCESSING OF PERSONAL DATA

13.1 The Parties undertake to comply with all obligations set forth in 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 the processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as with relevant national regulations and the provisions of the Italian Data Protection Authority.

13.2 By accepting the Contract, the Customer acknowledges and agrees that the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be communicated by the Customer to SMEUP LAB and processed by the latter as Data Controller for the execution of the Contract itself for purposes strictly functional to its establishment and execution.

13.3 The Parties acknowledge that SMEUP LAB's performance of the activities under this Agreement involves the processing of personal data of third parties, of which the Customer is the Data Controller. Therefore, the Customer has exclusive discretion regarding the purposes and means of such processing. SMEUP LAB is appointed as Data Processor pursuant to Article 28 of the GDPR, as per the designation document attached to this Agreement.



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4. CONSULTANCY AND/OR TRAINING SERVICE

DEFINITIONS

"Contract" means the agreement between the Parties relating to the Consulting Service , consisting of these Terms and Conditions , the Offer and any additional documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence will be adopted:

- A. Offer signed
- B. Terms and Conditions of the Consulting and/or Training Service

By "Supplier" we mean SMEUP LAB srl or any other associated company that offers the services and performances covered by these Terms and Conditions .

"Customer" means the person who will use the Service.

The term "Program" refers to all the standard programs that make up the generic version and are distributed to multiple Customers.

"Work Plan" refers to a document drawn up by the Supplier and signed by the Customer, detailing the objectives to be achieved and the related support activities.

1. OBJECT

1.1 The Service includes the implementation of any IT Work Plan , the provision of Consulting and/or Training services agreed with the Customer and specified in the Offer.

1.2 The consultancy will be provided with diligence, professionalism and resources indicated by the Supplier.

1.3 The resources involved will be assigned by the Supplier who will avail himself , if necessary, of the collaboration of other specialized subjects of the Supplier or of associated companies, depending on the needs identified.

1.4 The Customer will be responsible for appointing an internal Project Manager, who will provide all the resources necessary for the successful completion of the Service.

1.5 The Customer acknowledges and accepts that the services indicated in the Offer represent an independent Consulting service provided by the Supplier.

1.6 The Supplier, upon request from the Customer, will prepare a report relating to the Consulting services provided, also containing an accounting of the resources employed.

1.7 The interventions will be carried out at the Supplier's premises and/or at the Customer's premises and/or via remote connections based on the operational needs established by the Supplier itself, unless otherwise agreed between the Parties.


2. DURATION

2.1 The start date of the Service and the duration of the Service are indicated in the Offer prepared by the Supplier and signed by the Customer.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer undertakes to make available to the Supplier any documents, information, equipment, and technical contacts that the latter indicates as relevant for the purposes of carrying out the Consultancy.



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- 3.2 The Customer declares that it has requested the provision of Consulting services after carefully considering its own needs; consequently, the Supplier, without prejudice to the provisions of the following article, will have no liability for the correctness of such choices and the Customer will remain solely responsible for them.
- 3.3 The Customer expressly authorizes the Supplier to use its trademark and/or logo on the pages of its institutional websites and/or on other media and authorizes the Supplier to publish the aforementioned distinctive signs on its web pages that allow links to the Supplier's institutional website.

4. SUPPLIER'S LIMITS OF LIABILITY

- 4.1 Without prejudice to the mandatory limits of the law, the Customer agrees that the maximum limit of liability of the Supplier for ascertained damages of any kind and for any reason consequent and in any case connected to the Service, shall be limited to 30% of the fee for the activities that caused the damage.
- 4.2 The Supplier expressly excludes any other liability for direct or indirect damages of any nature that the Customer or third parties may in any way suffer in relation to or as a result of the Contract, including those arising from the use, or failure to use, the Programs and from errors therein.
- 4.3 The Customer assumes full responsibility for the formulation of the functional and technical specifications.
- 4.4 The Supplier does not assume any obligations other than those set forth in these Terms and Conditions and in the offer and does not provide any guarantee regarding the services rendered or due on the basis of the same, including with regard to the possible results of the performance of the Consulting services and/or compliance with a specific purpose.
- 4.5 Any changes to the technical specifications, of any nature, proposed by the Customer, will be effective with respect to the Supplier only if expressly accepted by the Supplier itself.

5. PAYMENT OF FEES

- 5.1 The conditions and terms of payment are reported in the Offer
- 5.2 At the beginning of each year, rates will automatically increase by the ISTAT FOI index for the month of December of the previous year.
- 5.3 The Supplier, in any case and regardless of the ISTAT FOI increase, will have the right to communicate the change in rates to the Customer, with at least 90 days' written notice.
- 5.4 Travel and/or accommodation expenses at hotels indicated by the Customer or affiliated with the same will be invoiced monthly based on itemized expenses.
- 5.5 Transport costs will be invoiced to the Customer based on the ACI tariffs in force at the time of service.
- 5.6 Travel time will be charged at the same rates in effect at the time of service or those specified in the order, or the Parties may agree on a Call-out fee that includes both travel time and transportation costs. In this case, too, these amounts will automatically increase according to the ISTAT FOI indices for the month of December of the previous year.
- 5.7 In the event of non-payment or late payment, even partial, of the sums owed by the Customer, and also in the event of consequent judicial and extrajudicial actions by the Supplier for debt collection, late payment interest will be due at the rate established by Legislative Decree 231/02.
- 5.8 Delays exceeding 30 days may result, at the Supplier's discretion, in termination of the Contract or suspension of the Service.
- 5.9 The agreed fees will be charged to the Customer even in cases where the requested Services



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cannot be provided due to the impossibility of accessing the Customer's premises during normal working hours and/or due to unavailability of the Customer's organization.

5.10 If the Customer wishes to dispute an invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 20 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be void. The communication must contain the following information:

- A. Date and number of the disputed invoice;
- B. Disputed amount;
- C. Reason for the dispute;
- D. Relevant supporting documentation.

6. TERMINATION

6.1 The Supplier may terminate the Agreement with immediate effect in the following cases:

- A. For failure to pay, incorrectly pay, or partial payment of the fees for the Consulting Service;
- B. At the Supplier's behest following tampering with programs, projects or products by unauthorized personnel;
- C. In case of violation of Article 10.4.

6.2 Should the circumstances specified above occur, the Supplier will be entitled to communicate, via certified email or registered mail, its intention to avail itself of the clause, and the termination effect will occur as a result of receipt of such communication.

6.3 In the event of termination, without prejudice to the Supplier's right to compensation for damages, the end Customer will not be entitled to any refund.

7. CONFIDENTIALITY

7.1 The Supplier undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Concepts, ideas, skills, or techniques relating to the activities developed by the Supplier's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.

7.2 Should the aforementioned concepts, ideas, skills, and techniques materialize into inventions, discoveries, or improvements, they will be the exclusive property of the Supplier, who reserves all rights to their economic exploitation.

7.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.

7.4 A separate confidentiality agreement that the Parties undertake to sign together with the other contractual documents forms an integral part of the Contract.

8. FORCE MAJEURE

8.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening provisions of law, regulations, and other measures issued by public authorities, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or national strikes. In such cases, the Parties shall inform each other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.



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9. APPLICABLE LAW AND JURISDICTION

9.1 The Service is governed by Italian law.

9.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.

10. FINAL CLAUSES

10.1 Any modification to the Contract requires the written form and the signature of the Parties on pain of nullity.

10.2 Any communication between the Parties relating to the Contract shall be sent by PEC (certified email) or registered letter with return receipt.

10.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Supplier and the Customer relating to the contents hereof. In the event of a conflict between the provisions of the Contract and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Contract shall prevail.

10.4 For the entire duration of the Contract and for a further year following its termination, the Parties are mutually prohibited from hiring, directly or through third parties, the employees of either party, or from requesting extra services from employees or personnel who in any case perform activities on behalf of either party.

In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.

10.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties without the prior written agreement of the Parties.

10.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

11. PROCESSING OF PERSONAL DATA

11.1 The Parties undertake to comply with all obligations set forth in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the "protection of natural persons with regard to the processing of personal data and the free movement of such data" (hereinafter "GDPR"), as well as with relevant national regulations and the provisions of the Italian Data Protection Authority such as Legislative Decree 196/2003 and Legislative Decree 101/2018.

11.2 By accepting the Contract, the Customer acknowledges and agrees that the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be communicated by the Customer to SMEUP LAB and processed by the latter as Data Controller for the execution of the Contract itself for purposes strictly functional to its establishment and execution.

11.3 The Parties acknowledge that SMEUP LAB 's performance of the activities under this Agreement does not involve the processing of personal data of third parties for which the Customer is the Data Controller. Should performance of the Agreement involve SMEUP LAB processing third-party data on behalf of the Customer, SMEUP LAB will be designated as the Data Processor pursuant to Article 28 of the GDPR.



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5. CLOUD COMPUTING SERVICE

DEFINITIONS

"Contract" means the agreement between the Parties concerning the Cloud Computing Service, consisting of these Terms and Conditions, the Offer, the Technical Data Sheet and any additional documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence will be adopted:

- A. Offer
- B. Technical Data Sheet
- C. General Cloud Computing Conditions

"Supplier" means SMEUP LAB srl or any other associated company that offers the services and performances referred to in these Terms and Conditions.

"Customer" means the person who will use the Service.

"Party or Parties" to the Contract means the Supplier, the Customer and their successors and assigns.

"Offer" means the document signed by the Customer concerning the provision of the Service according to the terms and conditions described therein, in the Technical Data Sheet and in these Cloud Computing Service Conditions.

"Technical Data Sheet" means the documents prepared by the Supplier which describe in detail the performances and individual services.

"Service" means any service or activity provided by the Supplier to the Customer as better described in these Cloud Computing Service Conditions, in the Technical Data Sheet and in the Offer.

"Third Parties" means all subjects, natural persons, legal entities, entities other than the Supplier and the Customer.

1. OBJECT

1.1 The object of the Contract is the provision of the Service which offers the Customer the possibility of remotely connecting to hardware resources and programs and of using the resources on a portion of an IT system consisting of computing and data storage systems made available by the Supplier through an IT system consisting of Hardware and Software equipment of which the Supplier has ownership and/or the right to use and/or resell, located in dedicated Data Centers.

1.2 The Customer acknowledges and agrees that the hardware and program resources made available to the Supplier will remain the full and exclusive property and availability of the latter, who reserves the right to physically share such resources with other Customers.

1.3 The Customer further acknowledges and agrees that the Service is based on a system that can only be localized by the Provider, who reserves the right, at its sole discretion, to provide the Service from Italy or any other European Union country, depending on the best resources or technical conditions. The Service will be provided in compliance with Italian and European localization regulations.

1.4 The Customer acknowledges and agrees that it is solely responsible for any commercial relationships established with its customers or other third parties through the Cloud Computing Service.

2. DURATION

2.1 The start date of the Service is indicated in the Offer or, in its absence, from the date of subscription to the Offer itself.



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2.2 The duration of the Service is indicated in the Offer .

2.3 Unless otherwise agreed, the Service is automatically renewed at the end of the Contract period for an equivalent period, unless the Customer cancels by sending certified email or registered letter to the Supplier, with at least 60 days' notice before the expiration date.

2.4 At the beginning of each year, the fee may automatically increase according to the ISTAT (Italian National Institute of Statistics) cost-of-living index. In any case, the amount will be rounded up to the next euro.

2.5 The Supplier, in any case and regardless of the ISTAT FOI increase, will have the right to communicate the change in the Service fee to the Customer, effective from the new calendar year and with at least 90 days' written notice. Should this occur, the Customer will have the right to withdraw from the Contract by providing at least 30 days' notice, notwithstanding the provisions of the previous paragraph 2.3.

2.6 The Supplier, regardless of the reasons, may withdraw from the Contract at any time with at least 90 days' notice prior to the effective date of the withdrawal.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1 The Service delivery methods and the Service Level percentages are indicated in the Technical Data Sheet. If no SLA is indicated in the Technical Data Sheet, unless otherwise indicated or agreed between the Parties, the reference SLA will be assumed to be 99.00%.

3.2 If the Service provided by the Supplier falls below the SLA percentage established pursuant to Article 3.1, the Customer will be recognized 30% of the monthly fee for every 4 hours exceeding the agreed SLA, up to a maximum fee equivalent to 3 months of Service. The reference period for verifying compliance with the SLAs is to be considered on an annual basis.


3.3 It is understood that for the purposes of verifying and calculating the guaranteed SLA percentage, any interruptions, malfunctions or delays in the provision of the Services caused by:

- A. Incorrect use of the Service by the Customer;
- B. Malfunction of the network system, the electrical system and/or the terminals used by the Customer;
- C. Carrying out interventions and/or tampering with the Service by the Customer or third parties not expressly authorised by the Supplier;
- D. Total or partial interruption of access services and/or connection due to force majeure or acts of third parties;
- E. Failure by the Customer to comply with applicable laws and regulations;
- F. Malfunction of third-party software;
- G. Malfunction of equipment, including equipment owned by the Supplier, located at the Customer's premises.

4. CUSTOMER OBLIGATIONS

4.1 The Customer warrants that use of the Service and any material, including but not limited to content, messages, data, information, software programs, signs, images, sounds, and anything else uploaded by the Customer or third parties to the Data Center via the Service, does not violate any Italian or European Community law or regulation. In particular, the Customer warrants that such material does not violate or infringe any copyright, trademark, patent, or other legal or customary right of third parties. The Customer acknowledges that it is prohibited to use, or allow third parties to use, the Service to disseminate material or correspondence that is against morality and public order, or for the purpose of disturbing public or private peace, of causing offense, or direct or indirect damage to third parties, and of



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attempting to access private messages or the contents of confidential databases.

4.2 The Customer guarantees the legitimate ownership of the licenses relating to all software and/or all applications used other than those indicated in the Activation Form and expressly indemnifies the Supplier from any obligation and/or burden of verification and/or control as well as from any action, request, claim advanced by third parties for any reason or title.

4.3 The Customer undertakes not to carry out any operation aimed at removing, modifying or damaging in any way the services, programs or documents present in the Data Center, nor to access or attempt to access third-party or otherwise reserved areas.

4.4 The Customer will independently prepare the premises, equipment, connectivity, hardware, software and anything else necessary for the use of the Service, bearing the related costs and verifying their compliance with its needs and all applicable legislation, including regulatory legislation.

4.5 The Customer guarantees that he or she owns the equipment necessary to use the Service or, in any case, that he or she has been authorised to use it.

4.6 In the event of any change to any of the Customer's identification data with which the Cloud Computing Service Activation Card was issued, and in particular to changes to the company name, operational headquarters or VAT number, the Customer must give prior notification to the Supplier via certified email or registered letter with return receipt.

4.7 The Customer hereby authorizes the Producer/Reseller to access his/her system and also undertakes to provide the data necessary to verify the use of the Program subject to the service and/or for the correct use of the service as indicated in the Offer.

4.8 The Customer expressly authorizes the Supplier to use its trademark and/or logo on the pages of its institutional websites and/or on other media and authorizes the Supplier to publish the aforementioned distinctive signs on its web pages that allow links to the Supplier's institutional website.

5. SUPPLIER'S LIMITS OF LIABILITY

5.1 Without prejudice to any mandatory legal limits, the Customer agrees that the Supplier's maximum liability corresponds to that indicated in the previous article 3.2.

5.2 In no event shall the Supplier be held liable:

A. For lost profits, lost savings, accidental, unforeseeable, consequential or indirect damages arising from:

- from the use of the Service;
- from its failure to use;
- from its incorrect use;
- from the incompatibility of the Service with other software products or hardware systems used by the Customer;
- from the loss, alteration or modification of data or programs;

B. Of any request for damages or sums made by third parties against the Customer, for any reason whatsoever.

C. in the event of hardware and/or software modifications not authorized by the Producer/Reseller which affect the functioning of the Program.

6. SUBCONTRACTING - SUBCONTRACTING

6.1 The Customer acknowledges and gives prior authorization to the Supplier to avail itself, in whole or in part, of the work of third parties selected by the Supplier for the execution of the Contract.



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7. PAYMENT OF FEES

7.1 The conditions and terms of payment are reported in the Cloud Computing Service Activation Form

7.2 In any case of non-payment or late payment, default interest will be due at the rate established by Legislative Decree 231/02.

7.3 Delays exceeding 30 days may result, at the Supplier's discretion, in termination of the Contract or suspension of the Service.

7.4 If the Customer wishes to dispute an invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 20 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be void. The communication must contain the following information:

- A. Date and number of the disputed invoice;
- B. Disputed amount;
- C. Reason for the dispute;
- D. Relevant supporting documentation.

8. TERMINATION

8.1 The Supplier may terminate the Agreement with immediate effect in case of:

- a. Failure, incorrect or partial payment of fees for the Service;
- b. Violation of one of the obligations set out in Articles 4.1, 4.2, 4.3;
- c. In case of violation of Article 12.4.

8.2 If the above circumstances occur, the Supplier will be entitled to communicate via PEC (certified email) or registered letter with return receipt the intention to exercise its rights under this clause and the termination effect will occur as a result of the receipt of such communication;

8.3 In the event of termination, without prejudice to the Supplier's right to compensation for damages, the Customer will not be entitled to any refund.

9. CONFIDENTIALITY

9.1 The Supplier undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Concepts, ideas, skills, or techniques relating to the activities developed by the Supplier's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.

9.2 Should the aforementioned concepts, ideas, skills and techniques materialize into inventions, discoveries or improvements, they will be the exclusive property of the Supplier who reserves all rights to economic exploitation.


9.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.

9.4 A separate confidentiality agreement that the Parties undertake to sign together with the other contractual documents forms an integral part of the Contract.

10. FORCE MAJEURE

10.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening provisions of law, regulations, and other measures issued by public authorities, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or national strikes. In such cases, the



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Parties shall inform each other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.

11. APPLICABLE LAW AND JURISDICTION

11.1 The Contract is governed by Italian law.

11.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.

12. FINAL CLAUSES

12.1 Any modification to the Contract requires the written form and the signature of the Parties on pain of nullity.

12.2 Any communication between the Parties relating to the Contract shall be sent by PEC (certified email) or registered letter with return receipt.

12.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Supplier and the Customer relating to the contents hereof. In the event of a conflict between the provisions of the Contract and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Contract shall prevail.

12.4 For the entire duration of the Contract and for a further year following its termination, the Parties are mutually prohibited from hiring, directly or through third parties, the employees of either party, or from requesting extra services from employees or personnel who in any case perform activities on behalf of either party.

In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.

12.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties unless prior written agreement is reached between the Parties.

12.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

13. PROCESSING OF PERSONAL DATA

13.1 The Parties undertake to comply with all obligations set forth in 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 the processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as with relevant national regulations and the provisions of the Italian Data Protection Authority.

13.2 By accepting the Contract, the Customer acknowledges and agrees that the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Contract will be communicated by the Customer to SMEUP LAB and processed by the latter as Data Controller for the execution of the Contract itself for purposes strictly functional to its establishment and execution.

13.3 The Parties acknowledge that SMEUP LAB 's performance of the activities under this Agreement involves the processing of personal data of third parties, of which the Customer is the Data Controller. Therefore, the Customer has exclusive discretion regarding the purposes and means of such processing. SMEUP LAB is appointed as Data Processor pursuant to Article 28 of the GDPR, as per the designation document attached to this Agreement.



SMEUP LAB S.R.L.


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

+39 030 7724111

www.smeup.com

PEC smeuplab@pec.it

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6. SALE OF PRODUCTS AND SERVICES

DEFINITIONS

"Contract" means the agreement between the Parties relating to the Sale of Products and Services, consisting of these Terms and Conditions, the Order Proposal for Products and Services and any additional documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence will be adopted:

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

"Supplier" means SMEUP LAB srl or any other associated company that offers the Products and Services covered by these Terms and Conditions.

"Customer" means the recipient of the goods and related Services.

"Products" means any hardware equipment, software licenses, maintenance subscriptions for both hardware equipment and software licenses, resale of system and/or IT support services in general, resale of connectivity and related Services.

"Services" means activities provided by personnel of the Supplier or another associated company for the purpose of installing and/or activating the Product and/or services for resale, regulated in accordance with the Terms and Conditions of the Application and Systems Assistance Service.

1. OBJECT

1.1 The Customer undertakes to purchase the Products and/or Services described in the Order Proposal under the terms and conditions specified herein.

1.2 The Products and/or Services are selected and sized based on the Customer's needs and the information they provide. The Customer remains solely responsible for the accuracy of the information provided and therefore for the choice of Products and/or Services.

1.3 Packages weighing more than 20kg will be curbside delivered at the address indicated on the Order.

1.4 From the moment of delivery, any risk relating to loss or damage to the Products will be borne by the Customer, who must provide for their transport to the premises at their own care and expense.

1.5 Any request for support for the activation or installation of the Products will be governed by the Terms and Conditions of Application and System Support.

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

1.7 The Supplier reserves the right to adjust Product prices following a change in the Producer's price list that occurs between the date of issue of the Order Proposal for Products and Services and the date of delivery of the Products. In the event of a price increase exceeding 10% of the price indicated in the Order Proposal, the Customer will be entitled to withdraw from the Order by notifying the Customer via certified email or registered mail within 10 days of receiving notice of the aforementioned price increase.

2. SERVICE LIMITS

2.1 The interventions will be agreed upon based on the mutual needs and time availability of the Parties.

2.2 The interventions will be carried out at the Supplier's premises and/or at the Customer's premises



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based on the operational needs established by the Supplier itself, unless otherwise agreed with the Customer.

2.3 Any estimates for the interventions will not be binding, unless pre-established fees have been agreed in writing.

3. SUPPLIER'S LIMITS OF LIABILITY

3.1 Subject to any mandatory legal limitations, the Customer agrees that the Supplier's maximum liability for proven damages of any kind and for any reason resulting from or in any way connected to the Sale of Products shall be reimbursement of up to 30% of the amount paid by the Customer for the component that caused the damage. The right to compensation for any further damages is excluded.

3.2 Any information provided by the Supplier's operational personnel does not relieve the Customer from the sole responsibility of protecting their data by adopting all appropriate security measures.

3.3 In no event shall the Supplier be held liable:

A. of lost profits, lost savings, accidental, unforeseeable, consequential or indirect damages arising from:

- a. from the use of the Product;
- b. from its failure to use;
- c. from its incorrect use;
- d. from the incompatibility of the Product with other software products or hardware systems used by the Customer;

e. from the loss, alteration or modification of data or programs;

B. of any request for damages or sums made by third parties against the Customer, for any reason whatsoever.

4. PAYMENT OF FEES

4.1 For payment terms, please refer to what is agreed and written in the Order Proposal for Products and Services.

4.2 In the event of non-payment or late payment, even partial, of the sums owed by the Customer, and also in the event of consequent judicial and extrajudicial actions by the Supplier for debt collection, late payment interest will be due at the rate established by Legislative Decree 231/02.

4.3 Longer delays may result, at the Supplier's discretion, in termination of the Contract or suspension of the Service.


4.4 If the Customer wishes to dispute an invoice due under the Contract, the Customer must send written notification via certified email or registered mail to the Producer/Reseller, explaining the dispute, within 20 days of receiving the invoice. After this deadline, the invoice will be deemed definitively accepted and any subsequent dispute will be void. The communication must contain the following information:

- A. Date and number of the disputed invoice;
- B. Disputed amount;
- C. Reason for the dispute;
- D. Relevant supporting documentation.

5. TERMINATION

5.1 The Supplier may terminate the Agreement with immediate effect in the event of failure to pay, incorrect payment, or partial payment of the fees by the agreed deadlines, as well as in the event of violation of Article 9.4.



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5.2 Should the circumstance specified above occur, the Supplier will be entitled to communicate via certified email or registered mail its intention to avail itself of this clause and the termination effect will be produced as a result of the receipt of such communication.

5.3 In the event of termination, without prejudice to the Supplier's right to compensation for damages, the Customer will not be entitled to any refund.

6. CONFIDENTIALITY

6.1 The Supplier undertakes to maintain the confidentiality of any information relating to the Customer's activities that it becomes aware of in the performance of the Contract and to require a similar commitment from its personnel. Concepts, ideas, skills, or techniques relating to the activities developed by the Supplier's personnel or in collaboration with them in connection with the performance of the Contract may be used by both Parties.

6.2 Should the aforementioned concepts, ideas, skills and techniques materialize into inventions, discoveries or improvements, they will be the exclusive property of the Supplier who reserves all rights to economic exploitation.

6.3 It is the Customer's sole responsibility to implement the necessary measures to comply with the legal provisions regarding data protection and access.

6.4 A separate confidentiality agreement that the Parties undertake to sign together with the other contractual documents forms an integral part of the Contract.

7. FORCE MAJEURE

7.1 The Parties shall not be held in breach of the Contract in the event of force majeure, i.e., the occurrence of an event beyond their control and completely unforeseeable, such as, but not limited to, supervening provisions of law, regulations, and other measures issued by public authorities, wars, embargoes, fires, floods, explosions, earthquakes, inundations, or national strikes. In such cases, the Parties shall inform each other of the occurrence of the force majeure event and of any effects it may have on the ability to fulfill their contractual obligations, without prejudice to their obligation to fulfill them as soon as possible after the impeding event ceases to exist.

8. APPLICABLE LAW AND JURISDICTION

8.1 The Contract is governed by Italian law.

8.2 For all disputes that may arise between the Parties regarding the interpretation, execution and termination of the Contract, the Court of Brescia shall have exclusive jurisdiction.

9. FINAL CLAUSES


9.1 Any modification to the Contract requires the written form and the signature of the Parties on pain of nullity.

9.2 Any communication between the Parties relating to the Contract shall be sent by PEC (certified email) or registered letter with return receipt.

9.3 The Contract supersedes all prior agreements, whether oral or written, between the Parties and constitutes the sole agreement between the Supplier and the Customer relating to the contents hereof. In the event of a conflict between the provisions of the Contract and any prior agreements, deeds, correspondence, agreements, or commitments of any kind, the provisions of the Contract shall prevail.

9.4 For the entire duration of the Contract and for a further year following its termination, the Parties are mutually prohibited from hiring, directly or through third parties, the employees of either party, or



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from requesting extra services from employees or personnel who in any case perform activities on behalf of either party.

In the event of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP LAB a penalty equal to twelve months' salary paid by the latter to the employee/collaborator prior to the hiring carried out in violation of this clause, without prejudice to compensation for further damages.

9.5 The Contract, and the rights and obligations arising therefrom, may not be assigned to third parties without the prior written agreement of the Parties.

9.6 The Customer acknowledges that the English translation of these Terms and Conditions has been prepared for informational purposes only and that the Italian version constitutes the only valid and binding agreement between the Parties.

10. PROCESSING OF PERSONAL DATA

10.1 The Parties undertake to comply with the provisions of Legislative Decree 196/2003 (Privacy Code), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the "protection of natural persons with regard to the processing of personal data and the free movement of such data" (hereinafter "GDPR"), as well as any other relevant legal or regulatory provision and the provisions of the Italian Data Protection Authority applicable to the services/activities covered by the Contract.

10.2 Each Party acknowledges and accepts that the personal data relating to the other Party, as well as the personal data (e.g. names, company email address, etc.) of its employees/collaborators involved in the activities referred to in this Agreement, will be processed by the other Party as Data Controller for purposes strictly functional to the establishment and execution of the Agreement itself and in accordance with the information provided by each Party pursuant to and for the purposes of Article 13 of the GDPR, which the other Party hereby undertakes to bring to the attention of its employees/collaborators, as part of its internal procedures.

10.3 It is understood that the data referred to in the preceding paragraph will be processed, according to the principles of lawfulness and fairness, in a manner that protects the fundamental rights and freedoms of the interested parties, in compliance with appropriate technical and organizational measures to ensure a level of security appropriate to the risk, using manual and/or automated methods.

10.4 The Parties acknowledge that the performance of this Agreement does not involve SMEUP LAB processing the personal data of third parties for which the Customer is the Data Controller. Should the performance of this Agreement involve the future processing of third-party data by SMEUP LAB on behalf of the Customer, SMEUP LAB will be designated as the Data Processor pursuant to Article 28 of the GDPR.



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