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	SMEUP BSA S.R.L. GENERAL TERMS AND CONDITIONS					

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2025-11-15 EDITION



SMEUP BSA S.R.L.

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

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1. DEFINITIONS

1.1 **"Contract"** means the agreement between the Parties regarding the proposed Service/Product, these General Terms and Conditions, the respective Special Conditions, and any further documents agreed upon and signed by the Parties.

"Supplier" means SMEUP BSA S.r.l. (hereinafter also referred to as **"SMEUP BSA"**), with registered office in Erbusco (BS), Via Albano Zanella no. 23, Tax Code and VAT No. 03474030289, as the entity providing the Products and/or Services subject matter of the Contract.

"Producer" means the producer of the Program and, as such, the holder of the intellectual property rights on the Products. The Producer coincides with the Supplier in the case of a "Proprietary Program", or is a third party in the case of "Third Party Products".

"Product" means: a) the software owned by the Supplier and licensed by the latter ("Proprietary Program"); b) any hardware equipment, third-party software license, subscription, or connectivity service purchased from third parties and resold by the Supplier to the Customer ("Third Party Products").

"Service" means the activity provided by personnel of the Supplier, or of another affiliated company, having as its purpose the installation, activation, maintenance, or consulting related to the Products.

1.2 In the event of a discrepancy between the contractual documents, the following order of precedence shall apply:

- A. Signed Offer;
- B. Special Conditions and relevant attachments, where present;
- C. General Terms and Conditions.

2. OBJECT

2.1 The subject matter of the Contract is the Product/Service described in the Offer and/or Purchase Order, in the Special Conditions, and in the attachments, where present.

2.2 The Products and/or Services are sized based on the requirements and information provided by the Customer. The Customer is solely responsible for the accuracy of such information and for the consequent adequacy of the chosen Products and/or Services.

3. CONCLUSION OF THE CONTRACT

3.1 The Contract is concluded upon the signing of the Offer and/or the Order Proposal or acceptance thereof, expressed by any traceable means, including electronic ones, suitable to prove the origin thereof, by the Customer, unless otherwise specified. The acceptance of the Offer/Order Proposal by the Customer, or the request for modifications or additions shared between the Parties, implies and entails the Customer's knowledge and full acceptance of the contents of all documents constituting the Contract.

3.2 Any early activation of the Services, or ordering of Products from the supplier by SMEUP, at the Customer's request, shall not exempt the latter from signing and sending the acceptance of the Offer/Order Proposal; it being understood that SMEUP is in any case authorized to invoice the Services rendered from the date of their activation, or the Products supplied from the date of the order, and the Customer, from such date, shall be bound by and subject to the provisions contained in the Contract. It is understood that, if the Customer has requested the early supply of Products/Services, the Contract shall be deemed concluded with respect to the Customer and under its responsibility for the part already supplied or provided.

3.3 Each Party may withdraw from the Contract according to the terms and methods defined in the relevant Special Conditions. In the absence of specific provisions, the Supplier is entitled, regardless of the reasons, to withdraw from the Contract at any time with a prior notice of at least 180 days with respect to the effective date of the withdrawal.

3.4 Notwithstanding the above, for urgent interventions or extemporaneous activities requested by the Customer via traceable channels (e.g., e-mail, ticketing portal) and lacking a prior Offer, the Contract shall be deemed concluded by conclusive facts upon the commencement of the provision of the Service by SMEUP. In such cases, the consideration shall be calculated based on SMEUP's official price list in force at the time of performance. By requesting the intervention, the Customer declares to know and accept such price list and these General Terms and Conditions.



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4. DELIVERY OF PRODUCTS AND WARRANTY

4.1 Packages weighing more than 20kg will be curbside delivered at the address indicated on the Order or communicated in writing by the Customer via a traceable channel.

4.2 From the moment of delivery, any risk relating to loss of or damage to the Products shall be borne by the Customer.

4.3 The warranty on Third Party Products is limited to that provided by the relevant Producer and is granted exclusively for manufacturing defects. The warranty is expressly excluded if the defect is caused by negligence or poor maintenance of the Products, or by modifications and/or repairs carried out directly by the Customer or by unauthorized technicians. The warranty is limited to the obligation to replace the defective Third Party Products, or components thereof, which shall be carried out by the manufacturer. Faults and defects of the Products must be reported by the Customer to SMEUP BSA, strictly, within sixty days from delivery or, if latent, from discovery. In any event, the Customer is precluded from requesting the termination of the Contract due to defects of the Products that have been remedied.

5. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER

5.1 The Customer represents and warrants that the data and information provided to SMEUP for the purposes of concluding the Contract are true, correct, and such as to allow its identification.

SMEUP reserves the right to verify such data and/or information by requesting supplementary documents, which the Customer undertakes, as of now, to transmit. Any variation of any of the Customer's identification data used to issue the Contract, and in particular changes to the company name, registered office, or VAT number, must be communicated to the Supplier via Certified E-mail (P.E.C.) or registered letter with return receipt no later than 8 days from the modification.

5.2 The Customer, also in the name and on behalf of third parties it may have allowed, in any capacity, to use the Products/Services, undertakes to use the same exclusively for lawful purposes and permitted by the provisions of law applicable from time to time, by usages and customs, by the rules of due diligence, and in any case, without infringing the rights of third parties, assuming all liability in this regard.

5.3 The Customer undertakes, also pursuant to Art. 1381 of the Italian Civil Code regarding its own users and/or authorized third parties, to use the Products and/or Services within the strict contractual limits and in full compliance with the Intellectual Property rights of the Producer or third parties. Therefore, by way of example and without limitation, and without prejudice to mandatory limits of law, the Customer may not:

- A. circumvent technical limitations and technological protection measures present in the Products and/or Services, including authentication systems;
- B. reverse engineer, decompile, or disassemble the software composing the Products and/or Services;
- C. reproduce, modify, adapt, or customize the software or create derivative works thereof;
- D. execute or cause to be executed unauthorized copies of the software;
- E. publish or distribute the software;
- F. assign, rent, or market the Products and/or Services in any capacity, unless previously authorized in writing by the Supplier.

5.4 The Customer, without prejudice to the possibility for SMEUP or its appointees to access the Systems for technical reasons or following a request by the Customer, declares to be the sole and exclusive administrator of the Services used and to be solely responsible for:

- (i) the management of data and/or information and/or content processed by it in the Virtual Infrastructure, their security, their backup, and the performance of any other activity deemed useful or necessary to guarantee their integrity, undertaking, to this effect, to apply, at its own care and expense, suitable and adequate security measures to guarantee such purposes;
- (ii) the content of the information, sounds, texts, images, form elements, and data accessible and/or made available in the Virtual Infrastructure and in any case, in any capacity, transmitted or put online by the same;
- (iii) malfunctions of the Products/Services due to any use not in compliance with contractual provisions;
- (iv) the loss or disclosure of access credentials.

5.5 With regard to the certification of all operations carried out, the Customer acknowledges and accepts,



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for itself and for third parties it has allowed, in any capacity, to use the Services, that the Supplier's LOGs, stored in compliance with the law, shall constitute the sole evidence.

5.6 The Customer expressly authorizes the Supplier to use its name or its trademark and/or logo as a reference on printed advertising material or published on its Website, unless otherwise agreed.

6. SUPPLIER LIABILITY

6.1 SMEUP guarantees to the Customer the supply of the Products and the use of the Services in compliance with what is provided in the respective Special Conditions and, where provided, Service Level Agreement. Without prejudice to mandatory limits of law, the Customer agrees that the maximum limit of the Supplier's liability, for proven damages of any kind and for any reason resulting from and in any case connected to the Service, shall be constituted as indicated in the Special Conditions. The right to compensation for any greater damage remains excluded.

6.2 Any liability of the Supplier is expressly excluded for direct damages exceeding, where present, the Penalties provided in the Special Conditions or indirect damages of any nature that the Customer or third parties may in any way suffer, including those deriving from the use, or non-use, of the Proprietary Program and from errors of the same.

6.3 Any indication provided by the Supplier's operational personnel does not relieve the Customer from the exclusive responsibility to protect its own data by adopting all suitable security measures.

6.4 In no event, without prejudice to the cases provided by Law, may the Supplier be held liable:

A. For lost profits, lost savings, incidental, unforeseeable, consequential, or indirect damages deriving:

- a. from the use of the Product/Service;
- b. from the failure to use it;
- c. from its incorrect use;
- d. from the incompatibility of the Product/Service with other software products or with hardware systems used by the Customer;
- e. from the loss, alteration, or modification of data or programs;

B. For any claim for damages or sums made by third parties against the Customer, on any grounds.

6.5 Without prejudice to mandatory limits of law, the Customer agrees that the maximum limit of the Supplier's liability for proven damages of any kind and for any reason resulting from and in any case connected to the Sale of Third Party Products shall be constituted by the reimbursement up to a maximum of 10% of the amount paid by the Customer for the purchase of the component that caused the damage. The right to compensation for any greater damage remains excluded.

7. PAYMENT OF FEES

7.1 The payment conditions and terms are set out in the Offer.

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

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

7.4 In case of total or partial dispute of an invoice due relating to the Contract, the Customer must send a written communication via Certified E-mail (P.E.C.) or registered letter with return receipt to the Supplier stating the reasons for the dispute within 20 days of receipt of the invoice. Once this term has expired, the invoice shall be deemed definitively accepted and any subsequent dispute shall be without effect.

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.

7.5 At the beginning of each calendar year, the fee established in the Contract may automatically undergo an increase equal to the ISTAT FOI index for the cost of living and the amount shall be rounded up to the next Euro.

7.6 The Supplier, in any case and regardless of the ISTAT FOI increase, shall have the right to communicate



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to the Customer the variation of the service fee or of the Price Lists with a written prior notice of at least 90 days and without prejudice to the effective date from the new calendar year. Following such communication, the Customer shall have the right to withdraw from the Contract, without any penalty, by sending a communication via PEC no later than 60 days from the date of receipt of the same. The withdrawal thus exercised shall be effective starting from the effective date of the rate increase. In case of failure to exercise the withdrawal within the aforementioned term, the variation of the fee shall be deemed tacitly accepted and shall enter into force on the effective date indicated by the Supplier.

8. TERMINATION

8.1 The Contract shall be deemed terminated by right in the following cases:

- A. for non-payment, inexact, or partial payment of the fees due for the Products/Services;
- B. for tampering with the Product by unauthorized personnel;
- C. in all cases of ascertained use of the Product contrary to the law;
- D. in case of violation of Article 13.7.
- E. in case of liquidation, or if the Customer is the recipient of judicial measures that inhibit, even temporarily, the exercise of the activity.

8.2 Upon the occurrence of the circumstances referred to above, it shall be the Supplier's right to communicate by means of P.E.C. or registered letter with return receipt the intention to avail itself of this clause and the termination effect shall be produced as a consequence of the receipt of such communication by the Customer.

8.3 In case of termination, without prejudice in any case to the Supplier's right to compensation for damages, no reimbursement shall be due to the Customer.

9. CONFIDENTIALITY

9.1 The Supplier undertakes to maintain as confidential all information relating to the Customer's activities of which it becomes aware in the performance of the Contract and to require a similar commitment from its personnel. The concepts, ideas, skills, or techniques relating to the activities developed by the Supplier's personnel or with its collaboration regarding the performance referred to in the Contract may be used by both Parties.

9.2 All collected information is stored and maintained in secure facilities that restrict access exclusively to authorized personnel. The services are constantly monitored to check for any security breaches and to ensure that all collected information is protected against any third-party intrusions.

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

10. INTELLECTUAL PROPERTY

10.1 The Customer acknowledges and accepts that the ownership of any and all intellectual and industrial property rights relating to or connected with the Product and/or Service, the related documentation, as well as any modification, implementation, or development thereof, even if created upon specific request of the Customer, shall remain exclusively with the Supplier and/or its licensors.

10.2 In the event that concepts, ideas, skills, and techniques should result in inventions, discoveries, or improvements, the same shall be the exclusive property of the Supplier, who reserves all rights of economic exploitation.

10.3 Any separate confidentiality agreement proposed by the Supplier, where present, 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., upon the occurrence of an event beyond control and entirely unforeseeable such as, by way of example and without limitation, supervening provisions of law, regulations, and other measures of the Public Authority, pandemic, wars, embargoes, fires, floods, explosions, earthquakes, inundations, national strikes. In such



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case, the Parties shall inform each other regarding the occurrence of the force majeure event and of any effects on the possibility of carrying out the contractual commitments, it being understood that the obligation to perform the same remains as soon as possible upon the cessation of the impeding event.

12. APPLICABLE LAW AND COMPETENT COURT

12.1 The Contract is governed by Italian law.

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

13. FINAL PROVISIONS

13.1 Any amendment to the Contract requires the written form and the signature of the Parties under penalty of nullity, unless otherwise and expressly provided by other clauses of this Contract.

13.2 In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to the Contract.

13.3 Any communication between the Parties relating to the Contract must be sent via Certified E-mail (P.E.C.) or registered letter with return receipt.

13.4 The Contract supersedes any previous understanding, even verbal, between the Parties and constitutes the sole Contract existing between the Supplier and the Customer in relation to the service/product. In the event of a conflict between the provisions contained in the Contract and different understandings contained in any previous contracts, acts, correspondence, agreements, or commitments of any nature, the provisions of the Contract shall prevail.

13.5 In no case shall any breaches and/or behaviors of a Party, differing from the Contract, be considered as derogations from the same or tacit acceptance thereof, even if not contested by the other Party. Any failure by a Party to exercise or enforce any right or clause of the Contract does not constitute a waiver of such rights or clauses.

13.6 Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not entail the invalidity of the others, which must be considered fully valid and effective. Where necessary to ensure the correct interpretation of the Contract, the Parties shall provide in good faith for the replacement and/or modification of the clauses that have become or have been declared null or ineffective.

13.7 The Customer undertakes, for the entire duration of these General Terms and Conditions and for the 12 (twelve) months following the expiration or termination thereof, including periods in which no supply of Services is in progress between the Parties, not to establish and/or cause to be established with SMEUP BSA's employees and/or collaborators, who are engaged in activities inherent to these General Terms and Conditions and the relevant attachments where present, any form of working collaboration, whether as an employee or otherwise, without the prior written authorization of SMEUP BSA.

13.8 In case of violation of the provisions of the previous paragraph, the Customer shall pay SMEUP BSA 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 greater damage.

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

13.10 The Customer acknowledges and gives its prior authorization for the Supplier to avail itself, in whole or in part, of the work of Third Parties selected by the same for the execution of the Contract.

13.11 The relationships between SMEUP BSA and the Customer established in the Contract cannot be understood in any way as relationships of mandate, agency, partnership, representation, collaboration, or association or other similar or equivalent contractual forms.

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

14. PERSONAL DATA PROCESSING

14.1 The Parties undertake to comply with the provisions of Legislative Decree 196/2003 (Privacy Code), of



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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 on the free movement of such data” (hereinafter “GDPR”), as well as with any other provision of law or regulation on the matter and with the measures of the Data Protection Authority applicable to the services/activities subject matter of the Contract.

14.2 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 own employees/collaborators involved in the activities referred to in this Contract, shall be processed by the other Party acting as Data Controller for purposes strictly functional to the establishment and execution of the Contract itself and in compliance with the information notice provided by each pursuant to and for the purposes of Article 13 of the GDPR, which the other Party undertakes as of now to bring to the attention of its own employees/collaborators, within the scope of its internal procedures.

14.3 It is understood that the data referred to in the preceding paragraph shall be processed, according to principles of lawfulness and fairness, in such a way as to protect the fundamental rights and freedoms of the data subjects, in compliance with technical and organizational measures suitable to ensure a level of security appropriate to the risk, using manual and/or automated methods.



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