SMEUP BSA S.R.L. SPECIAL TERMS AND CONDITIONS FOR PRODUCTS/SERVICES

2025-11-15 EDITION

SMEUP BSA S.R.L.
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Società a socio unico - soggetta alla direzione e al coordinamento di SMEUP S.p.A.

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1.   END-USER LICENSE AGREEMENT

1. DEFINITIONS

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

In the event of any discrepancy or inconsistency between the contractual documents, the following order of prevalence shall apply:
   A.   Signed offer
   B.   End-User License Agreement
   C.   General Terms and Conditions of End-User License Agreement

"**Supplier** " means SMEUP BSA S.r.l. (hereinafter also "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.

"**Customer or Licensee**" means the Party taking advantage of the Service provided by the Program.

"**Party or Parties**" of the Contract, as referred to herein, shall mean the Manufacturer/Retailer, the Customer and their successors and assign

"**Standard Program**" means all programs composing the generic version distributed to multiple Customers.

"**Customized Program**" means all programs of which a specifically modified version has been created upon the Customer's request, following specific analysis.

"**User License**" means the right granted by the Supplier to use the Program, against payment of a one-off fee (Indefinite Term User License) or a fixed-schedule fee (Fixed Term User License), as indicated in the User License document.

"**Named User**" means a person, application, or device designated to establish one or more connections to the Program subject matter of the User License or any component thereof.

"**Concurrent User**" means a person, application, or device connected to the Program subject matter of the User License or to any component thereof.

"**External User**" means exclusively a person who is not part of the corporate organization, such as, by way of example and without limitation, the Customer's customers and suppliers. Multi-firm agents are considered External Users. Employees, collaborators, and one-firm agents of the Customer are not to be considered External Users. A User equipped with multiple connections to the Program is considered as a single User (Concurrent, Named, or External). The User License may be issued linked to the number of Concurrent Users or, alternatively, to the number of Named Users and to any number of External Users who may use the User License regardless of the machine(s) on which the Program is installed.

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

2. OBJECT

2.1 The subject matter of the Contract is the granting to the Customer of a non-exclusive and non-transferable fixed-term or indefinite-term User License for the Program indicated in the User License document.

2.2 The Program ordered by the Customer is selected by the same based on its own needs and the equipment on which it is to be used. The Customer is solely responsible for the choice of the Program and it is its duty and burden to verify that the equipment for which it is intended is equipped with a configuration suitable for its operation.

2.3 With the End-User License, the Customer acquires the right to consult the technical documentation or other technical support material released by the Manufacturer relating to the Program subject matter of the End-User License itself. Said material may be released by the Manufacturer either on magnetic media accompanying the standard Program subject matter of the End-User License, or via Internet connection.

2.4 The supply of the Program version in source format is excluded. Therefore, if agreed upon, it must be

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expressly mentioned in the End-User License. Also excluded from the End-User License is any service for the preparation of the operating environment, customization, connection to other procedures, data conversion, and loading.

2.5 The Program maintenance, assistance, development, and consulting services are governed by other Contracts and by specific Conditions to which they refer.

2.6 According to the License issued by the Supplier, the Customer may:

- A. use the Program under User License for the number of Concurrent or Named Users and any External Users indicated in the User License;
- B. copy or translate the Program or a part thereof into executable format;
- C. request to increase the number of Users (Named or Concurrent or External) upon prior written communication confirmed by the Manufacturer of the Program, it being understood that such variation shall entail the payment of a User License adjustment fee, which shall be agreed upon from time to time;
- D. use the Program on multiple machines both to guarantee the high reliability of its information system, and to be able to activate test and development environments;
- E. install on multiple machines the Program components included in the User License that perform the Customer function within the scope of Customer/server applications such as, by way of example and without limitation, the Looc.UP component of the Program. The use of the Customer component is allowed solely and exclusively within the limit of Named or Concurrent Users referred to in the User License.

3. DURATION

3.1 In the case of an Indefinite Term License, its effective date corresponds to the date of signing of the End User License, unless a different date is indicated therein. In the case of a Fixed Term End User License, its duration is indicated in the End User License itself.

3.2 Unless otherwise agreed, the Fixed Term End User License automatically renews upon expiration of the validity period for an equivalent period, unless cancellation by one of the Parties to be sent to the other Party via Certified E-mail (P.E.C.) or registered letter with return receipt with prior notice:

- of at least 60 days with respect to the expiration date in the case where the Customer is the withdrawing Party;
- of at least 180 days with respect to the expiration date in the case where the Supplier is the withdrawing Party.

3.3 Within 30 days from the cessation of the Fixed Term End User License, the Customer undertakes to destroy or return the original of the Program and any full or partial copy thereof in any form, including translations, compilations, and full or partial copies of the same within the scope of modifications, derivative works, and updates, or incorporated into other programs. The Customer may be requested to provide written confirmation of having complied with the obligations referred to in Article 3

4. PROPERTY OF THE PROGRAM

4.1 The use of the End User License is subject to the current legislation referred to in the Copyright Law (Law no. 633 of April 22, 1941, and subsequent amendments).

4.2 The Program subject matter of the End User License remains the exclusive property of the Supplier.

4.3 Any customizations of the Program created by the Supplier upon specific instructions of the Customer may be transferred by the Supplier to other Customers and may be incorporated totally or partially into the Supplier's standard Program without anything being due to the Customer, even if created upon request and analysis performed by the Customer himself.

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

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

6. CUSTOMER'S PROHIBITIONS

6.1 The Customer is forbidden from assigning or transferring to third parties the Contract, the End User

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License, or the Program, as well as any other right or obligation arising therefrom, without the prior written consent of the Supplier.

6.2 The Customer is forbidden from granting sub-licenses on the Program to third parties.

6.3 Except with the written authorization of the Supplier, the use of the Program by third parties other than the Customer, whether for consideration or free of charge, via local and/or remote connection, is prohibited.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall provide, at its own care and expense, the computers, terminals, premises, electrical systems, and data lines, according to current technical standards.

7.2 The Customer shall be responsible for the selection and use of the Program as well as for the regular updating of the operating systems involved in the optimal functioning of the same.

7.3 The Customer declares to be aware of and to accept the hardware and software prerequisites necessary for the installation and correct functioning of the Program.

7.4 The Customer remains solely responsible for the technical and operational training of its personnel for the use of the Program.

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

7.6 It is the exclusive responsibility of the Customer to:
- A. define and activate security procedures regarding data access confidentiality;
- B. arrange for the periodic execution of backup copies of its data;
- C. update backup copies of the Customized Program after any modification;
- D. keep its copy of the Program updated.

7.7 The Customer undertakes to take the necessary precautions so that persons authorized to access the Program undertake:
- not to transfer the Program to third parties without the prior written consent of the Supplier;
- not to make the Program available to third parties, unless they are persons authorized by the Customer and for purposes strictly connected to the authorized use of the Program itself;
- to reproduce and include any information regarding copyright and any other indication regarding property rights of the Program on every authorized copy thereof;
- to ensure that the Program has been entirely deleted before alienating or repurposing any physical medium thereof.

7.8 Any anomalies or malfunctions of the Standard Program must be communicated to the Supplier via Certified E-mail (P.E.C.) or registered letter with return receipt no later than 30 days from discovery.

7.9 The variation of any of the Customer's identification data with which the End User License was issued, and in particular variations to the company name, operational headquarters, 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.

7.10 The Customer as of now authorizes the Supplier to access its system and also undertakes to provide the data necessary for the verification of the use of the Program subject matter of the End User License, with particular reference to the data necessary for the verification of the number of Users (Concurrent, Named, or External) utilizing the Program.

8. WARRANTY ON THE PROGRAM

8.1 The Program is provided in the most recent release version available at the time of installation.

8.2 Without prejudice to mandatory legal limits, the Supplier does not warrant that the functions contained in the Program meet the Customer's needs or that the Program's operations will be uninterrupted or error-free, nor that all defects contained in the Program can be promptly corrected.

8.3 The warranty on the standard Program under End User License consists of providing a new release of the Program designed to eliminate anomalies or malfunctions from the Program itself, provided that such anomalies are attributable to the functions foreseen and illustrated in the standard commercial descriptions of the application.

8.4 Times and methods for the removal of anomalies shall be established by the Supplier based on the

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malfunction and the issue reported.

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

8.6 In the absence of a Maintenance Agreement for Application Programs, the warranty on the licensed standard Program expires at the release of a new version by the Supplier. In the event that a new version is distributed before the minimum warranty limit established by law, the Supplier undertakes to provide the new version including the defect removal, without this implying the signing of an Application Programs Maintenance Contract.

8.7 In the event of the signing by the Customer of the Application Programs Maintenance Contract, the warranty for the standard Program End User License is extended to the entire duration of the Application Programs Maintenance Contract.

8.8 The warranty becomes immediately ineffective in the event of hardware and/or software modification not authorized by the Supplier that affects the functioning of the Program.

8.9 The Supplier assumes no obligation and provides no further warranty beyond that referred to in this section.

9. LIMITATIONS OF SUPPLIER'S LIABILITY

9.1 Always without prejudice to mandatory legal limits, the Customer agrees that the Supplier's maximum limit of liability, for proven damages of any kind and on any grounds resulting from and in any case connected to the malfunction of the Program in question, shall consist of:

- for the Open-Ended Term End User License, refund of the amount paid by the Customer as consideration for the application module containing the programs that caused the damage, plus the consideration for the average number of the Customer's Users effectively using the application module that caused the damage, up to a maximum of 10 Users;
- for the Fixed Term End User License, refund of the amount paid by the Customer as quarterly fee for the application module containing the programs that caused the damage, plus the quarterly fee for the average number of the Customer's Users effectively using the application module that caused the damage, up to a maximum of 10 Users. The right to compensation for any greater damage remains excluded.

10. TERMINATION

10.1 The Contract shall be considered terminated as a matter of law, in addition to the cases indicated in the General Terms and Conditions, also in the following cases:

A. due to violation by the Customer of the prohibitions referred to in Art. 6;
B. due to violation by the Customer of the obligations referred to in Art. 7;
C. due to tampering with the Program by unauthorized personnel;
D. in all cases of ascertained use of the Program contrary to law.

10.2 Upon the occurrence of the above circumstances, the Supplier shall have the right to communicate via Certified E-mail (P.E.C.) or registered letter with return receipt its intention to avail itself of this clause, and termination shall take effect as a consequence of the receipt of such communication by the Customer.

10.3 In case of termination, without prejudice to the Supplier's right to compensation for damages, no refund shall be due to the Customer.

10.4 Within 30 days from the termination of the Contract, the Customer must destroy all copies of the Program and documentation in its possession. For this purpose, the Customer authorizes the Supplier's personnel to access its premises to verify the deletion of the Program or to perform it directly.

11. PROCESSING OF PERSONAL DATA

11.1 The Parties acknowledge that the execution of the activities referred to in this Contract by SMEUP BSA does not entail the processing by the latter of third-party personal data of which the Customer is Data Controller. In the event that the execution of the Contract should in the future entail the processing of third-party data by SMEUP BSA on behalf of the Customer, SMEUP BSA shall be designated as Data Processor pursuant to Article 28 of the GDPR.

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2. MAINTENANCE SERVICE FOR APPLICATION PROGRAMS

1. DEFINITIONS

"**Contract**" means the agreement between the Parties having as its subject matter the Maintenance Service for Application Programs, consisting of these Special Conditions, the General Terms and Conditions, the Offer, and any further documents agreed upon and signed by the Parties.

In the event of a discrepancy between the contractual documents, the following order of precedence shall apply:
A. Signed Offer;
B. Product/Service Special Conditions and relevant attachments, where present;
C. General Terms and Conditions.

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"**Customer or Licensee**" means the entity that will utilize the Service.

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

"**Standard Program**" means all programs composing the generic version distributed to multiple Customers.

"**Customized Program**" means all programs of which a specifically modified version has been created upon the Customer's request.

"**End User License**" means the right granted by the Supplier to use the Program, against payment of a one-off fee (Indefinite Term End User License) or a fixed-schedule fee (Fixed Term End User License).

"**Named User**" means a person, application, or device designated to establish one or more connections to the Program subject matter of the End User License or any component thereof.

"**Concurrent User"** means a person, application, or device connected to the Program subject matter of the End User License or to any component thereof.

"**External User**" means exclusively a person who is not part of the corporate organization, such as, by way of example and without limitation, the Customer's customers and suppliers. Multi-firm agents are considered External Users. Employees, collaborators, and sole agents of the Customer are not to be considered External Users. A User equipped with multiple connections to the Program is considered as a single User (Concurrent, Named, or External). The End User License may be issued linked to the number of Concurrent Users or, alternatively, to the number of Named Users and to any number of External Users who may use the End User License regardless of the machine(s) on which the Program is installed.

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

2. OBJECT

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

2.2 The Service is applicable to the Standard Program in the latest released version, belonging to the Application Modules listed in the signed Offer and installed at the Customer, provided that the latter is compliant with the payment of the fee for the End User License.

2.3 The Service entitles the Customer to be informed, upon written request and for the entire lifetime of the Contract, either through magnetic media or via the Internet, about any changes and/or additions in the standard programs made by the Manufacturer/Retailer as a result of:
A. amendments in laws and regulations in civil tax legislation, which induce necessary changes as part of the processing currently performed by the programs;
B. changes made by the Supplier to improve or boost the performance of the Program, also irrespective of the clause referred to in letter "a.", but exclusively related to the last version released;
C. programs fixed or edited in order to remove any possible defect

2.4 The Service, limited to the Maintenance Service Agreement for Application Programs related to

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Sme.UP ERP, entitles the Customer to receive, for the entire lifetime of the Contract, telephone technical support, up to 15 minutes a day, for application support on the Program.

3. DURATION

3.1 The effective date of the Contract corresponds to its date of signing, unless a different date is indicated in the Contract itself. The Contract for Maintenance Service for Application Programs has a duration of one year starting from January 1st until December 31st. In the event of a Contract starting in a month other than January, the fee for the first year shall be calculated in twelfths with effect from the month indicated in the Contract and until December 31st of the same year. Once aligned with the calendar year, the Contract automatically renews from year to year, unless terminated by one of the Parties via Certified E-mail (P.E.C.) or registered letter with return receipt with prior notice of at least 90 days before the expiration.

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

4. EXCLUSIONS FROM SERVICE

4.1 The Service does not apply in the event of legislative, tax, social security or contractual changes involving essential structural changes to the entire Program or substantial parts thereof.In the event that the Program has been the subject of previous modifications and/or customizations, the variations and improvements must be the subject of a specific project to which the contractual conditions for Application and System Assistance shall apply.

4.2 The Service does not include installation times and costs.

4.3 The Service does not include any assistance time, training on modifications, conversion interventions, data realignment, or realignment of customizations.

5. LIMITATIONS OF SERVICE

5.1 Each copy of the Program will be working only for the maximum number of Competing or Nominal Users, as established in the Contract.

5.2 The Customer remains solely liable for the technical and operational training of the staff responsible for using the Program. In no event shall the telephone support replace the various services provided for staff training.

5.3 The Supplier makes sure to fulfil all the interventions arising from the obligations under section 1.3, depending on the priority and severity of the requests received.

5.4 If provided, the Telephone Support Service will be available from Monday to Friday, 8-18 GMT+1, on weekdays only.

5.5 The Service shall not apply to solve problems involving special activities on data stored.

5.6 If provided, the Telephone Support Service is of 15 minutes a day. Any excess time will be charged to the Customer according to the rates established in the Project Offer or in the Rate Table for Application and System Support Service, where present.

6. CUSTOMER'S PROHIBITIONS

6.1 The Customer is prohibited from assigning or transferring the Service to third parties, as well as any other right or obligation arising therefrom, without the prior written consent of the Supplier.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer is solely responsible for the correct updating of the programs in operational terms, and to this end, it must scrupulously follow the instructions relating to the update.

7.2 Before applying the modifications, it is the responsibility of the Customer to make one or more copies of all data affected by the Program as a precautionary measure.

7.3 The Customer must carry out all checks on: data, processing, and printouts subsequent to the application of each update.

8. LIMITATIONS OF SUPPLIER'S LIABILITY

8.1 Unless otherwise provided by law, the Customer agrees that the Supplier's maximum limit of liability, for proven damages of any kind and on any grounds resulting from and in any case connected to the Maintenance Service for Application Programs, shall consist of the refund equal to 50% of the amount paid by the Customer, in the last year of Service, as consideration for the Maintenance Service for the application module containing the program that caused the damage, plus the consideration for the average number of the Customer's Users effectively using the application module that caused the damage, up to a maximum of 10 Users. The right to compensation for any greater damage remains excluded.

8.2 Any liability of the Supplier for direct 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 Program and from errors of the same, remains expressly excluded.

9. TERMINATION

9.1 The Contract shall be considered terminated as a matter of law, in addition to the cases indicated in the General Terms and Conditions, also in the following cases:

A. due to violation by the Customer of the obligations not to transfer the Program, as indicated in Article 6;

B. due to tampering with the Program by personnel not authorized by the Supplier.

9.2 Upon the occurrence of the circumstances specified above, the Supplier shall have the right to communicate via registered letter with return receipt its intention to avail itself of this clause, and termination shall take effect as a consequence of the receipt of such communication by the Customer.

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

10. PROCESSING OF PERSONAL DATA

10.1 The Parties acknowledge that the execution of the activities referred to in this Contract by SMEUP BSA entails the processing by the latter of third-party personal data of which the Customer is Data Controller. Therefore, any decision regarding the purposes and means of the aforementioned processing belongs exclusively to the latter. SMEUP BSA is appointed as Data Processor pursuant to Art. 28 of the GDPR, as per the designation act attached to this Contract.

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3. TELEPHONE SUPPORT SERVICE: HELP DESK

1. DEFINITIONS

"**Contract**" means the agreement between the Parties having as its subject matter the Help Desk Assistance Service, consisting of these Special Conditions, the General Terms and Conditions, the Offer, and any further documents agreed upon and signed by the Parties.

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

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

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"**Customer**" means the entity that will take advantage of the Service provided.

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

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

"**Offer**" means the document signed by the Customer describing the Services provided by the Supplier. A "**Technical Sheet**" detailing the performance and services provided by the Supplier may be attached thereto.

"**Service**" means any performance or activity provided by the Supplier in favor of the Customer as better described in these Special Conditions for Telephone Assistance Service: Help Desk, in the Offer, and in any Technical Sheet.

2. OBJECT

2.1 The object of the Service is the first and/or second level technical support provided in compliance with these Special Conditions, the Offer, and, where present, the Attachments.

2.2 The Help Desk service ensures Customers qualified support regarding products provided by SMEUP BSA.

2.3 The service is provided exclusively remotely.

2.4 Telephone support from Monday to Friday from 09:00 to 18:00 and remote support are pay-per-use services calculated based on the time made available to the Customer by the SMEUP BSA technician, in units of 15 minutes/day.

2.5 The Service provides for a maximum telephone connection duration of 15 minutes per day.

3. DURATION

3.1 The Service is effective from the date indicated in the Offer or, in the absence of such indication, from the date of signing of the Offer itself.

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

3.3 Unless otherwise agreed, the Service automatically renews upon expiration of the Contract period for an equivalent period, unless cancellation by the Customer via Certified E-mail (P.E.C.) or registered letter with return receipt to be sent to the Supplier, with prior notice of at least 90 days with respect to the expiration date.

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

4. SERVICE LEVEL AGREEMENT (SLA)

4.1 The Service ensures the taking charge of the call within 8 working hours. The hours are intended as per SMEUP BSA's working hours: from Monday to Friday from 09:00 to 18:00.

4.2 Support request activation methods: Every request for intervention must reach SMEUP BSA Technical

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Support exclusively via email at the following address: helpdesk@smeup.com. Requests received via methods different from those previously specified shall not be considered valid for the purposes of this contract. The date and time of receipt of the request or of the confirmation of the request for intervention received according to the methods above shall be considered the initial term for the determination of the intervention timing.

4.3 The methods of provision of the Service and the percentage of Service Levels are indicated in the Offer. In the event that no SLA is indicated in the Offer, unless otherwise indicated or agreed between the Parties, 99.00% shall be assumed as the reference SLA.

4.4 It is understood that for the purpose of verification and computation of the guaranteed SLA percentage, any interruptions, malfunctions, or delays in the provision of Services caused by the following shall not be considered:

- incorrect use of the Service by the Customer;
- defective functioning of the network system, electrical system, and/or terminals used by the Customer;
- execution of interventions and/or tampering with the Service by the Customer or third parties not expressly authorized by the Supplier;
- total or partial interruption of access services and/or connection due to force majeure or acts of third parties;
- failure by the Customer to comply with current regulatory and statutory provisions;
- defective functioning of third-party software.

5. LIMITATIONS OF SERVICE

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

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

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

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

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

6. CUSTOMER'S OBLIGATIONS

6.1 It is the exclusive responsibility of the Customer to take action so that the personnel assigned to the use of the Program possess adequate technical and operational training, both for the general use of the computer and its peripheral components, and regarding the knowledge of the procedures to be executed with particular reference to the operational methods required by the Program itself.

6.2 The Customer shall prepare, in full autonomy, premises, equipment, connectivity, hardware, software, and anything else necessary for the utilization of the Service, bearing the relative costs and verifying their compliance with its own needs and with all applicable legislation, including that of a regulatory nature.

6.3 The Customer guarantees that it is the owner of the systems necessary to utilize the Service or, in any case, that it has been authorized to use the aforementioned systems.

7. LIMITATIONS OF SUPPLIER'S LIABILITY

7.1 Unless otherwise provided by law, the Customer agrees that the Supplier's maximum limit of liability for proven damages of any kind and on any grounds resulting from and in any case connected to the Service, shall consist of the reimbursement of the amount paid by the Customer equal to, at most, one quarter of the consideration of the annual fee.

7.2 In the event of Service provided by the Supplier below the SLA percentage level established according to Article 4.3, an amount equal to 50% of the consideration for one quarter of Service shall be recognized to the Customer. The reference period for the verification of compliance with the SLAs is to be considered on an annual basis. The right to compensation for any greater damage remains excluded.

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7.3 Any liability of the Supplier for direct or indirect damages of any nature that the Customer or third parties may in any way suffer, in relation to or arising from this Contract, including those deriving from the use or non-use of the procedures or from errors of the same, remains expressly excluded.

8. TERMINATION

8.1 The Contract shall be considered terminated as a matter of law, in addition to the cases indicated in the General Terms and Conditions, also in the following cases:

- violation of one of the obligations provided for in Article 6.

8.2 Upon the occurrence of the above circumstances, the Supplier shall have the right to communicate via Certified E-mail (P.E.C.) or registered letter with return receipt its intention to avail itself of this clause, and termination shall take effect as a consequence of the receipt of such communication by the Customer.

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

9. PROCESSING OF PERSONAL DATA

9.1 The Parties acknowledge that the execution of the activities referred to in this Contract by SMEUP BSA entails the processing by the latter of third-party personal data of which the Customer is Data Controller. Therefore, any decision regarding the purposes and means of the aforementioned processing belongs exclusively to the latter. SMEUP BSA is appointed as Data Processor pursuant to Art. 28 of the GDPR, as per the designation act attached to this Contract.

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4. APPLICATION AND SYSTEM SUPPORT SERVICE

1. DEFINITIONS

"**Contract**" means the agreement between the Parties having as its subject matter the Application and System Assistance Service, consisting of these Special Conditions, the General Terms and Conditions, the Offer, and any further documents agreed upon and signed by the Parties.

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

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

"**Supplier**" means SMEUP BSA S.r.l. (hereinafter also "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.

"**Customer**" means the entity that will take advantage of the Service.

"**Program**" identifies all standard programs composing the generic version distributed to multiple Customers.

"**Customized Program**" means all programs of which a specifically modified version has been created upon the Customer's request.

"**Work Plan**" identifies a document drafted by the Supplier and signed by the Customer detailing the objectives intended to be achieved and the assistance activities related thereto.

2. OBJECT

2.1 The subject matter of the Service is the realization of any IT Work Plan agreed upon with the Customer.

2.2 The resources involved shall be Project Managers, Application Consultants, Analysts, Programmers, and System Administrators appointed by the Supplier, who shall avail themselves, if appropriate, of the collaboration of other specialized subjects of the Supplier or of affiliated companies, depending on the needs encountered.

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

2.4 The Customer undertakes to verify the regular functioning of the customized or parameterized Programs. Once 60 days have elapsed from the delivery date without written objections having been received by the Supplier from the Customer, the aforementioned programs shall be considered accepted for all purposes.

2.5 Interventions shall be carried out at the Supplier's premises and/or at the Customer's premises and/or through remote connections based on the operational needs established by the Supplier itself, without prejudice to different agreements between the Parties

3. DURATION

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

4. LIMITATIONS OF SUPPLIER'S LIABILITY

4.1 Unless otherwise provided by law, the Customer agrees that the Supplier's maximum limit of liability for proven damages of any kind and on any grounds resulting from and in any case connected to the Service, shall consist of 30% of the consideration for the activities that caused the damage, without prejudice to what is indicated in Art. 2.4.

4.2 Any other liability of the Supplier for direct or indirect damages of any nature that the Customer or third parties may in any way suffer in relation to or arising from the Contract, including those deriving from the use, or non-use, of the Programs and from errors of the same, remains expressly excluded.

4.3 The Customer assumes full responsibility for the formulation of functional and technical specifications.

4.4 Any variations to the technical specifications, of any extent, proposed by the Customer, shall be effective against the Supplier only if expressly accepted in writing by the Supplier itself. Furthermore, the Supplier reserves the right to modify the programs, provided that functionality complies with the specifications.

5. TERMINATION

5.1 The Contract shall be considered terminated as a matter of law, in addition to the cases indicated in the General Terms and Conditions, also in the following cases:

- By the will of the Supplier following tampering with programs, projects, or products by unauthorized personnel.

5.2 Upon the occurrence of the circumstances specified above, the Supplier shall have the right to communicate, via Certified E-mail (P.E.C.) or registered letter with return receipt, the intention to avail itself of the clause, and termination shall take effect as a consequence of the receipt of such communication.

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

6. PROCESSING OF PERSONAL DATA

6.1 The Parties acknowledge that the execution of the activities referred to in this Contract by SMEUP BSA entails the processing by the latter of third-party personal data of which the Customer is Data Controller. Therefore, any decision regarding the purposes and means of the aforementioned processing belongs exclusively to the latter. SMEUP BSA is appointed as Data Processor pursuant to Art. 28 of the GDPR, as per the designation act attached to this Contract.

5. CLOUD COMPUTING SERVICE

1. DEFINITIONS

"**Contract**" means the agreement between the Parties having as its subject matter the Cloud Computing Service, consisting of these Special Conditions, the General Terms and Conditions, the Offer, and any further documents agreed upon and signed by the Parties.

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

A. Offer;
B. Product/Service Special Conditions and relevant attachments, where present;
C. General Terms and Conditions.

"**Supplier**" means SMEUP BSA S.r.l. (hereinafter also "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.

"**Customer**" means the entity that will utilize the Service.

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

"**Service**" means any performance or activity provided by the Supplier in favor of the Customer as better described in these Special Conditions and in the Offer.

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

2. OBJECT

2.1   The object of the Contract is the supply of the Service which offers the Customer the possibility to remotely connect to hardware resources and programs and to use resources on a portion of an IT system consisting of computational 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 right of use and/or resale, located in specific Data Centers.

2.2 The service includes:
- activation of the Customer's application environment at the Data Center of SMEUP BSA or of SMEUP BSA partners;
- installation of the standard software subject matter of the offer;
- implementation of legal amendments, when mandatory, relating to regulations already existing and managed in the provided application solution;
- access to the Help Desk Service to report anomalies of the provided application solution.

2.3 The Customer acknowledges and accepts that the hardware resources and programs made available by the Supplier shall remain the full and exclusive property and availability of the latter, who reserves the right to physically share such resources with other Customers.

2.4 The Customer also acknowledges and accepts that the Service is based on a system locatable only by the Supplier, who reserves the right, at its sole discretion, to provide the Service either from Italy or from any other State of the European Union depending on the best technical resources or conditions. The provision of the Service shall take place in compliance with Italian and European regulations in terms of localization.

2.5 The Customer acknowledges and accepts to be solely responsible for commercial relationships established with its own customers or other third parties through the Cloud Computing Service.

3. DURATION

3.1 The effective date and duration of the Service are indicated in the Offer.

3.2 Unless otherwise agreed, the Service automatically renews upon expiration of the Contract period for an equivalent period, unless cancellation by the Customer via Certified E-mail (P.E.C.) or registered letter with return receipt to be sent to the Supplier, with prior notice of at least 90 days with respect to the expiration date.

3.3 The Supplier, regardless of the reasons, may withdraw from the Contract at any time with prior notice

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of at least 90 days with respect to the effective date of the withdrawal.

4. SERVICE LEVEL AGREEMENT (SLA)

4.1 The methods of provision of the Service and the percentage of Service Levels are indicated in the Offer. In the event that no SLA is indicated in the Offer, unless otherwise indicated or agreed between the Parties, 99.00% shall be assumed as the reference SLA.

4.2 In the event of Service provided by the Supplier below the SLA percentage level established according to Article 4.1, an amount equal to 30% of the monthly fee for every 4 hours in excess of the agreed SLA shall be recognized to the Customer, up to a maximum of the fee equal to 3 months of Service. The reference period for the verification of compliance with the SLAs is to be considered on an annual basis.

4.3 It is understood that for the purpose of verification and computation of the guaranteed SLA percentage, any interruptions, malfunctions, or delays in the provision of Services caused by the following shall not be considered:

a) Incorrect use of the Service by the Customer;
b) Defective functioning of the network system, electrical system, and/or terminals used by the Customer;
c) Execution of interventions and/or tampering with the Service by the Customer or third parties not expressly authorized 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 current regulatory and statutory provisions;
f) Defective functioning of third-party software;
g) Defective functioning of equipment, even if owned by the Supplier, located at the Customer's premises.

4.4 The Help Desk service ensures Customers qualified support regarding the Services, in the methods described in the Offer.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer guarantees that the use of the Service and any material, by way of example but not limited to contents, messages, data, information, software programs, signs, images, sounds, and anything else uploaded by the Customer or by third parties to the Data Center through the Service itself, does not violate any Italian or European Community law or regulation. In particular, the Customer guarantees that said 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 forbidden to use or allow third parties to use the Service to disseminate material or correspondence contrary to public morals and public order, or with the aim of causing harassment to public or private peace, causing offense, or direct or indirect damage to third parties and to attempt to access private messages or the content of confidential databases.

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

5.3 The Customer undertakes not to carry out any operation aimed at retrieving, modifying, or damaging in any way the services, programs, or documents present in the Data Center, as well as not to access or attempt to access third-party or otherwise restricted areas.

5.4 The Customer shall prepare, in full autonomy, premises, equipment, connectivity, hardware, software, and anything else necessary for the utilization of the Service, bearing the relative costs and verifying their compliance with its own needs and with all applicable legislation, including that of a regulatory nature.

5.5 The Customer guarantees that it is the owner of the systems necessary to utilize the Service or, in any case, that it has been authorized to use the same.

5.6 In the event of variation of any of the identification data of the Customer with which the Offer and any attachments were issued, and in particular for variations to the company name, operational headquarters, or VAT number, the Customer must give prior notice via Certified E-mail (P.E.C.) or registered letter with return receipt to the Supplier.

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5.7 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 allowing linking to the Supplier's institutional website.

6. LIMITI DI RESPONSABILITÀ DEL FORNITORE

6.1 Unless otherwise provided by law, the Customer agrees that the Supplier's maximum limit of liability corresponds to what is indicated in the previous Article 4.2.

6.2 In no case can the Supplier be held liable:

A. For lost profits, lost savings, accidental, unpredictable, consequential, or indirect damages deriving from:
- the use of the Service;
- its non-use;
- its incorrect use;
- the incompatibility of the Service with other software products or hardware systems used by the Customer;
- the loss, alteration, or modification of data or programs;

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

7. TERMINATION

7.1 The Contract shall be considered terminated as a matter of law, in addition to the cases indicated in the General Terms and Conditions, also in the following cases:

A. Violation of one of the obligations provided for in Articles 5.1, 5.2, 5.3;

7.2 Upon the occurrence of the circumstances above, the Supplier shall have the right to communicate via Certified E-mail (P.E.C.) or registered letter with return receipt its intention to avail itself of this clause, and termination shall take effect as a consequence of the receipt of such communication.

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

8. PROCESSING OF PERSONAL DATA

8.1 The Parties acknowledge that the execution of the activities referred to in this Contract by SMEUP BSA entails the processing by the latter of third-party personal data of which the Customer is Data Controller. Therefore, any decision regarding the purposes and means of the aforementioned processing belongs exclusively to the latter. SMEUP BSA is appointed as Data Processor pursuant to Art. 28 of the GDPR, as per the designation act attached to this Contract.

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