

## GENERAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS PRODUCTS AND SERVICES Ver. 1.1 - Update 20/11/2021

### GENERAL PROVISIONS

The supply of Information Technology (hereinafter "IT") and telecommunications products and services by SIELCO S.R.L. based in Buguggiate (VA), Via Rossini 11/A, P.I.00614130128 (hereafter, for brevity, "SIELCO" or "Supplier") is governed by these General Terms and Conditions.

The contract is concluded between SIELCO and the client company (hereinafter for brevity "Customer"), indicated in the Offer and the Order Confirmation, which together with these General Conditions of Contract and any other cited attachments constitute the entire contract (for brevity "Contract"), concluded between SIELCO and the Customer (hereinafter also, jointly, "Parties", and individually "Party"). The following documents, listed in order of prevalence, shared between the Parties, represent individual parts of the Contract:

- 1) Accepted offer (reported in the Order Confirmation);
- 2) Description of the Service (or "ServiceDescription" or "Technical Specifications")
- 3) Service Level Agreement (hereinafter also "SLA");
- 4) these General Terms and Conditions.

Any other attachment, shared between the Parties, shall be expressly referred to in the documents listed above.

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### 1. DEFINITIONS

Where present in the Contract, the terms below have the following meaning:

**Outsourcing service:** provision of computing resources (CPU, RAM, storage), network and software equipment, owned by SIELCO, or third parties, for use at the Customer's headquarters or remotely.

**Data Centre:** a set of systems, IT equipment and related power and connection equipment with the internet, owned by SIELCO or third parties and made available to the Customer in the context of the provision of the services covered by the Contract.

**WEB portal:** a computer resource accessible via the web, which allows the Customer to access some of the services provided by SIELCO.

**Systems:** hardware systems, software and related connection and transmission infrastructure owned or used by SIELCO to supply to the Customer the services covered by the Contract.

**Confidential Information:** (i) information relating to SIELCO, or to its suppliers, and by them deemed or classified as classified and/or confidential, of which the Customer.

has become aware for any reason related to the application of the Contract; (ii) information relating to SIELCO, or its suppliers, which by its nature, content or circumstance in which it is revealed, would normally be considered as such. In this regard, by way of example and not exhaustively, SIELCO's confidential information is all the services,



characteristics, configurations and technical information relating to the services covered by the Contract, estimates, auditor security reports, product development plans and services; (iii) the information relating to the Customer and by the latter made known to SIELCO, which said Customer has classified as classified and/or confidential. Information shall not be considered classified or confidential, if:

- a) it is already known to the receiving party before it is communicated.
- b) it is information in the public domain.
- c) it is information that the Parties become aware of, outside of the communications between them, without breach of confidentiality obligations.
- d) the information must be provided to Public Authorities by law or by order of the same authorities; in this case, the party requested to communicate this information will promptly notify the owner, in order to share, where possible, how to comply with the obligation of law or with the order of the competent Authority.

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

Software Licenses: software usage permissions issued by the owners/owners of the software products, provided by SIELCO to the Customer.

Order confirmation: document that reports the Services/Products provided by SIELCO to the Customer and all customer data.

Service Level Agreement (hereinafter also "SLA"): the document - when provided - cited as an Attachment or as a referral ("link") to a link to an IT resource, in which the service levels guaranteed by SIELCO or its suppliers are defined.

The Customer declares to be aware and acknowledges that any links to SLAs and related contents, of suppliers or telephone operators for Services for which SIELCO acts as a reseller, may be modified by them without any intervention by SIELCO.

## 2. SUBJECT MATTER OF THE CONTRACT

The object of the Contract is the supply, by SIELCO to the Customer, of the IT and Telecommunications services (hereinafter "Services") and the IT and electronic products (hereinafter "Products") described in the Offer or in any annexes referred to

in the same offer, of the type and with the methods, technical characteristics and limitations described, under the economic conditions indicated, or as amended in the course of the Contract, as provided for below. These General Terms and Conditions as well as the ServiceDescription are listed and available on the SIELCO site, on the [http://SIELCO.it/condizioni\\_contrattuali](http://SIELCO.it/condizioni_contrattuali) page. Any changes will be promptly communicated to the Customer.

## 3. COMPLETION OF THE CONTRACT

3.1 The Agreement is finalized by signing the Offer, or accepting it, expressed by any traceable means, including electronic means, suitable to prove its origin, by the Customer; or by the sharing between the Parties, of any changes to the Offer formulated by SIELCO, in any way traced.

The acceptance of the Offer by the Customer, or the request for changes or additions shared between the Parties, implies and involves the knowledge and full acceptance by the Customer of the contents of all the documents constituting the Contract. Any advance supply of the Services, or any order to the supplier of the Products, by SIELCO, at the customer's request, does not exempt the same from the signature and from sending the acceptance of the Offer, it being understood that SIELCO is in any case authorized to invoicing for the Services rendered from the date of their activation, or for the Products provided, from the date of the order, and the Customer, from that date, will be bound and subject to the covenants contained in the Contract.

3.2 Where the Offer provides for the intervention of a financial company to provide the Customer with the economic resources necessary for the payment of the Products / Services, the Contract is intended to be conditional on the outcome of the investigation conducted by that company regarding the disbursement of the necessary economic resources. However, it is understood that, if the Customer has requested to anticipate the provision of Products / Services, the Contract is intended to be binding upon the Customer and under his responsibility for the part already ordered, supplied or delivered.



#### **4. CONSIDERATION - METHOD AND TERMS OF PAYMENT - NON-REFUNDABILITY - DEFAULT INTEREST**

4.1 Against the provision of the Products /Services, the Customer shall correspond to SIELCO the amounts indicated in the Offer, or subsequent modifications thereof, in the manner and within the terms specified therein.

Unless otherwise specified in the Offer, the payment is intended to be made by bank transfer in favor of the current account and within the deadlines indicated on the invoice.

4.2 All the agreed fees, once paid, are not refundable, unless expressly agreed.

4.3 In case of late payment, the Customer shall pay default interest, pursuant to Legislative Decree 231/2002, without the need for formal notice.

#### **5. ACTIVATION AND PROVISION OF THE SERVICE -DELIVERY OF THE PRODUCTS**

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

When registering the Order Confirmation, SIELCO where necessary, shall assign to the Customer the personal codes (User ID / Password) necessary for the access to the Systems and to receive the Services.

5.2 The Customer is responsible for the correct custody and management of its personal codes and undertakes to take all necessary precautions to ensure the secrecy and correct use of the same, expressly exempting SIELCO from any responsibility in this regard.

5.3 The Customer may modify its

Password to access the Services, whenever it deems it appropriate, by contacting SIELCO's technical staff where necessary.

5.4 The Customer acknowledges and accepts that any access to the Systems made through the use of User IDs and Passwords attributed to it, is directly ascribed to the same.

5.5 The Customer undertakes to immediately notify SIELCO of any unauthorized access to the Systems/Services or improper use of its personal codes, or of any other problem related to the security of the Systems that it should become aware of.

#### **6. OBLIGATIONS AND RESPONSIBILITIES OF SIELCO - PRODUCT WARRANTY - MAINTENANCE OF SYSTEMS**

6.1 SIELCO guarantees the Customer the supply of the Products and the use of the Services in accordance with the provisions of the Technical Specifications and of the Service Level Agreement (if applicable).

6.2 SIELCO guarantees that the Products at the time of installation shall be regularly functioning, in accordance with the manufacturer's technical specifications.

The warranty on the Products is the one issued by the constructor, it runs from the date of delivery of the Products, and it is provided exclusively for construction defects. The warranty is expressly excluded if the defect is caused by carelessness or poor maintenance of the Products, or by modifications and/or repairs carried out directly by the Customer or unauthorized technicians. The warranty is limited to the obligation to replace the defective products, or their components, which will be made by the manufacturer. Faults and defects of the Products must be reported by the Customer to SIELCO, strictly, within sixty days from delivery or, if hidden, from discovery. In any case, the customer's right to request the termination of the Contract for defective products which have been fixed, is excluded.

6.3 SIELCO's obligations and responsibilities towards the Customer are only those defined by the Contract; therefore, in any case of non-compliance attributable to SIELCO in the supply of Products / Services, it shall be liable within the cumulative limit of 10% of the sums paid by the Customer in the 12 months preceding the event or series of events, or within any different limits provided for by the SLA, it being expressly excluded, now and at any future time, any other indemnification or compensation, for direct or indirect damages of any kind, in favor of the Customer.

6.4 SIELCO reserves the right to stop the provision of the Services, to proceed with technical interventions aimed at improving their operation. In



this case, communication shall be given to the Customer, by e-mail, with adequate notice considering the Services provided, or as provided for by the Service Level Agreement; this communication shall also indicate the timing of the restoration of the Services.

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

SIELCO, in any case, does not offer any guarantee regarding the use of the Services with regard to the protection and storage of data and/or information and/or content, except for the case of the customer's activation of a specific ancillary service to this end.

6.6 SIELCO shall not be considered in any case responsible for the use made by the Customer, or third parties authorized by the same, of the Virtual Infrastructure or telephone or data lines, in relation to critical situations involving, but not limited to, specific risks to the safety of persons, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical installations and medical devices; in such cases, SIELCO may provide, at the customer's request, specific Services and different levels of services, which will be specifically indicated in the Contract.

6.7 SIELCO does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, in any case, processed by the Customer, for himself or for third parties or by the latter processed, if authorized by the Customer, through the Products / Services or in the Virtual Infrastructure, and in general for the use made by the customer of the Products / Services and the aforementioned infrastructure, and it reserves the

right to take any initiative and action, to protect its rights and interests, including the communication to the competent authorities of the data necessary to enable the identification of the Customer. SIELCO will not in any case be liable for any damage, direct or indirect, of any kind and species caused by the Customer to third parties, who in any way and in any manner have used the Services / Products provided.

## 7. CUSTOMER'S OBLIGATIONS AND RIGHTS

7.1 The Customer has the right to, and is obliged to, use the Service according to the technical specifications and in accordance with the levels of service guaranteed by the SLA if provided. The Customer acknowledges that he has the right only and exclusively to the compensation provided for in the previous article 6.3, or in the SLA, it being expressly excluded any other indemnification or compensation in his favor for direct or indirect damages of any kind and species. The Customer also acknowledges and agrees that he is not entitled and in any case that he cannot claim from SIELCO any indemnification or compensation for any damage, either direct or indirect, when one or more of the conditions under which the SLA excludes its applicability are met, or in the case of Services /Products provided by third parties, for which SIELCO acts as a reseller. The Company also acknowledges and accepts, now and for any future time, for itself and for any third parties who in any way, in any form and in any capacity have used the Services /Products, that in all cases where the SLA does not apply, SIELCO shall respond exclusively within the limits provided for in the previous Article 6.2.

7.2 The Customer guarantees that the data and information provided to SIELCO for the conclusion of the Contract are true, correct, and such as to allow its identification. SIELCO reserves the right to verify such data and/or information by also requesting supplementary documents, which the Customer undertakes, now and at any future time, to transmit.

7.3 The Customer declares to possess, or that any third parties appointed by it, possess all the technical knowledge necessary to ensure the correct use, administration and management of the Services provided to him and in any case recognizes and acknowledges that the processing of data and/or information and/or content that he has put in place and the consequent spreading into the



internet through this infrastructure are carried out exclusively at his own risk and under his responsibility, thereby keeping SIELCO harmless from any responsibility in this regard.

7.4 The Customer acknowledges that the Internet (hereinafter "Web") is not controlled by SIELCO and that, because of its particular structure, no public or private entity is able to guarantee and monitor the performance and functionality of the Web and to control the contents of the information that is transmitted through the Web. For this reason, no liability may be attributed to SIELCO for the transmission or receipt of illegal information of any kind and species, in relation to the use of the Services.

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

The Customer, without prejudice to the possibility of SIELCO or its representatives in charge of the access to the Systems for technical reasons or following the customer's request, declares to be the sole and exclusive administrator of the Services used, and to be the sole responsible for:

- (i) the management of data and/or information and/or content processed by him in the Virtual Infrastructure, their security, their rescue and the performance of any other activity deemed useful or necessary to guarantee their integrity, undertaking, therefore, to apply, at his care and expense, security measures suitable and adequate to guarantee these 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, for any reason, transmitted or put online by it;
- (iii) malfunctions of the Products/ Services for any use that does not comply with the contractual provisions;
- (iv) loss or disclosure of login credentials.

7.6 The Customer undertakes to communicate to SIELCO any change in its personal data and contact details, including the e-mail or PEC address, indicated in the Contract.

7.7 The Customer, without prejudice to any different provisions contained in the Service Description, declares, for himself or for third parties to whom he may, in any capacity, have allowed to use the Products / Services, to be in compliance with the licenses of the software independently inserted and used and it assumes all relate responsibilities and costs, expressly keeping SIELCO harmless from any responsibility and burden in this regard.

7.8 With regard to the attestation of all transactions carried out, the Customer acknowledges and accepts, for himself and for the third parties to whom he may, in any capacity, have allowed, to use the Services, that only the Logs of the Supplier, kept in accordance with the law, shall be considered authentic and binding.

The Customer is the sole and exclusive responsible for any transaction carried out for himself or for third parties, or directly by the latter, in the use, administration and management of the Virtual Infrastructure; therefore with regard to such operations he undertakes to:

a) Comply and guarantee the compliance by the third parties to whom it allows the use of the Services or access to data, with the applicable legislation from time to time, including the rules for the protection of personal data (Legislative Decree 196/2003 and its subsequent amendments and European Regulation No 2016/679 EU);

b) to keep SIELCO harmless and indemnified from any and all third-party claim or request for damages, direct or indirect, of any kind and species, by anyone made in this regard.

7.9 The Customer undertakes, now and at any future time, to keep SIELCO harmless and indemnified from any and all third-party request or claim for damages caused to them by or through the use of the Services / Products. The Customer shall bear all costs, any compensation for damages and charges, including any legal costs, that may arise from such actions and undertakes to inform SIELCO if such actions are brought against him.

7.10 The Customer undertakes to communicate and guarantees that any third party to whom it has allowed, in any capacity, to use the Services / Products, shall comply with, all the requirements provided for in the Contract, also undertaking to keep SIELCO indemnified and harmless from any request and/or claim for damages by whomever brought forward, based on the violation of the aforementioned requirements and in any case on





the behavior of the Customer or of the third parties authorized by him.

## 8. SERVICE AND MAINTENANCE

8.1 The requests for assistance must be opened on the [theiip://help.SIELCO.it](http://theiip://help.SIELCO.it) portal, directly from the Customer through credentials provided to him by SIELCO, or by SIELCO technicians following the customer's report (notified by telephone, by e-mail or other means of communication with SIELCO technicians), or of an event automatically monitored by SIELCO itself. Following the opening of the assistance request, SIELCO will check whether the Service is one of those contractually provided, otherwise, it will make a special offer to the Customer, reserving itself the right not to provide assistance on products not provided by SIELCO or obsolete.

SIELCO will make every reasonable effort to take care as soon as possible of the problems communicated by the Customer, subject to the times at which the assistance activity is provided, indicated on [theiip://help.SIELCO.it/website](http://theiip://help.SIELCO.it/website), or with the service hours of the service providers to be called by SIELCO.

In particular, for any assistance concerning telecommunications services, reference should be made to the methods and times of the operator providing them and responsible for them, where SIELCO is unable to intervene directly.

8.2 SIELCO may carry out any personalized interventions and, in any case, interventions aimed at providing the technical assistance necessary to ensure the proper functioning of the Services.

In such cases, the Customer authorizes SIELCO and/or the companies entrusted by the same to carry out the required and/or necessary technical intervention.

The Customer acknowledges and accepts that such intervention can take place with varying timings due to the following criteria:

- a) type of intervention required;
- b) order of arrival of the request for intervention;
- c) priority character of the request for intervention.

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

In order to enable the correct and quick performance of the requested intervention, the Client undertakes to supply all the data and information requested by SIELCO.

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

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

b) acknowledges and accepts that SIELCO, by carrying out the intervention, assumes an obligation of means and not of result and that in no case, except as provided for in the Service Description, will participate in the management or put in place interventions on the data and/or information and/or content processed by the Customer and/or entered through the Services and/or at its remote location, not participating and/or determining in any way the same; and

c) agrees, now and at any future time, to take on all the risks involved; and

d) undertakes, now and at any future time, to obtain, before the execution of the intervention, a complete backup of the data and/or information and/or content entered by him and/or processed through the Services.

8.3 SIELCO undertakes to guarantee a level of professionalism appropriate to the performance of the requested activities, according to the rule of art and in any case with the prescribed diligence and for the time strictly necessary for the provision of the requested service and at the same time expressly declares not to acquire and /or store information present in the Customer's archives.

8.4 In any event, the Customer, now and at any future time, relieves from all responsibility SIELCO and/or the companies controlled by it and their staff, as well as the external companies entrusted for the execution of the intervention and their staff, for any damages, direct or indirect, of any kind and species suffered and to be incurred for or because of the interventions referred to in this art.8.

8.5 SIELCO reserves the right to suspend or stop the provision of the Services in order to carry out technical maintenance interventions. In this case, the Customer will be notified by e-mail or sms; this communication will also indicate the timing of the restoration.

SIELCO also reserves the right to suspend the Services or a single Service, without prior notice, in case of emergencies, while providing information to the Customer.

8.6 The Customer acknowledges and accepts, now and at any future time, that at the occurrence of the



case referred to in the following article 10.1 (g), the latter may, through its own systems, carry out the automatic updating/maintenance operations to the Services, considered appropriate in its own unquestionable judgment; in this case, the Customer exonerates SIELCO, now and at any future time, for any damages, direct or indirect, of any nature and species, suffered and to be incurred, for or because of such interventions, including, but not limited to, those resulting from the interruption of the Services and/or lack of visibility of the website and/or loss of data.

## 9. DURATION OF THE CONTRACT - TERM

The Contract regulates the supply of the Products / Services to the Customer with effect from the date of its execution and up to the date indicated in the Offer or other contractual document.

It is understood that in the event of automatic renewal of the Contract, even for only one of the Services purchased, the Customer agrees that the consideration referred to in Article 4 is increased annually, by a measure equal to any increase in the ISTAT index -household consumer prices - compared to the previous twelve months, recorded with reference to the last month of the contractual period (e.g. change from February to February if the Contract/Service expires in March).

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

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

The Customer acknowledges and agrees that it is its sole responsibility to obtain and maintain a copy of the data and/or information and/or content processed through the Services, it being understood that once the Contract or any individual Service is terminated, such data and/or information and/or content may no longer be recoverable, in the absence of suitable back-ups. In any case, the Customer exonerates, now and at any future time,

SIELCO from any and all responsibility for any loss or total or partial damage of data and/or information and/ or content entered and/or processed by the Customer through the Services.

Any restoration of the data and/or information and/or content, entered and/or processed by the Client, after reactivation of the Service in question, if necessary by concluding a new contract, remains the sole responsibility of the Customer.

## 10. SUSPENSION OF SERVICES

10.1 Without prejudice to the application of the following Article 11, SIELCO, at its discretion and it being understood that the exercise of this option cannot be challenged as non-compliance or violation of the Contract, reserves the right to suspend the Services or an individual Service, even without any prior notice, in the event that:

- a) the Customer defaults on his payment obligations, or violates even only one of the provisions contained in the Contract, which may, at SIELCO's sole judgment, have an impact on the security of the services insured or managed by SIELCO, including for third parties;
- b) customer fails to respond in due time, in whole or in part, to the requests of SIELCO, or in any case his behavior is such as to generate the well-founded and reasonable fear that he will be in breach of Contract;
- c) there are reasonable grounds to believe that the Services are used by unauthorized third parties;
- d) there are cases of force majeure or circumstances which, at SIELCO's sole discretion, require emergency interventions or resolution of security issues, danger to the entire network and/or persons or property; in this case, the Services will be restored when SIELCO, at its discretion, has assessed that the causes that led to the suspension/interruption have actually been removed or eliminated;
- e) the Customer is involved, for any reason, in any judicial or out-of-court dispute of any kind, in the event that such dispute concerns acts and behaviors carried out through the Services and/or the Virtual Infrastructure;
- f) suspension of the Services is requested by the judicial authorities, or other authorities entitled to such requests;
- g) The Customer uses defective or non-approved equipment and/or software, or that present malfunctions that may cause security issues and/or vulnerabilities of the Services, may damage the



integrity of the network and/or disturb the Services and/or create risks to the physical safety of persons and property.

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

10.3 In any case of suspension of the Service attributable to the Customer, any action by SIELCO for compensation for any damage suffered or costs incurred remains unprejudiced.

## 11. WITHDRAWAL

11.1 Each Party may withdraw from the Contract at any time, by registered letter, or by certified e-mail ("PEC"), to be forwarded to the other with notice of 30 days from the date of receipt, unless there is a guaranteed minimum duration of the Contract and without prejudice to different specific provisions contained in other contractual documents.

11.2 At the end of the notice period, the Customer's right to benefit from the Services and its ability to access the stored data shall immediately cease.

11.3 The withdrawal notice served by the Customer will not release the same from the obligation to pay the expected fees, in case of early withdrawal with respect to the minimum duration established in the contractual documents.

## 12. EXPRESS TERMINATION CLAUSE - TERMINATION FOR FAILURE TO FULFIL OBLIGATIONS - TERMINATION

12.1 The non-compliance of one of the Parties with the obligations provided for in the Contract, will entitle the non-defaulting Party to request the compliance within no later than 30 days from the communication.

In the event that, having requested the compliance, it does not take place or takes place in a partial form, the Contract will be automatically terminated, at the request of the Non-Defaulting Party.

If compliance is not possible, or non-compliance is not remediable, the Agreement will automatically be terminated following a request from the Non-Defaulting Party.

12.2 The termination of the Contract will result in the immediate impossibility for the Customer to use the Services.

12.3 In the event of termination of the Contract for liability attributable to the Customer, SIELCO will have the right to withhold any fees already paid

even if they refer to services not yet enjoyed, without prejudice to any higher damage.

12.4 It is understood that if the Offer submitted in the Order Confirmation provides for the provision by SIELCO, in favor of the Customer, of equipment in operational rental mode (hereafter "Rental"), SIELCO, in case of termination of the contract, will be entitled to recover, upon simple demand, the equipment it has located at the Customer's premises.

The Customer, in this case, shall consent without exception access to the premises where the equipment is located, to the technicians appointed by SIELCO, for its collection.

## 13 CHANGES TO THE CONTRACT

13.1 Customer acknowledges and agrees that the Services covered by the Agreement are characterized by constantly evolving technology; for these reasons SIELCO reserves the right to modify the technical and/or economic characteristics of the Services, of the related instruments, and to change the terms of the Contract at any time, even after its subscription.

In the event of changes that worsen the contractual conditions to the detriment of the Customer, without prejudice to changes made necessary by law or to ensure the security of the Systems, from the date of receipt of the contractual change notice by SIELCO, the Customer will have 30 days to express his intention to withdraw from the Services affected by the change, after which the continuation in the use of these Services will be an expression of the Customer's willingness to accept the proposed changes.

The Customer acknowledges and agrees that the costs of software licenses paid, through SIELCO, to the respective licensors will be automatically adjusted in case of price changes by the licensors themselves. Similarly, the fees due for the use of voice/data lines may be automatically adjusted, in case of change in fees by the operator that provides the service. The customer retains its right to withdraw from the Contract in accordance with the terms and conditions referred to in the previous art.11

13.2 After the above, SIELCO will be able to vary the technical characteristics, systems and resources as a result of the normal technological evolution of the hardware and software components, guaranteeing, where possible, the same features to the Customer.





#### **14. COPYRIGHT AND LICENSING - LIMITS AND LIABILITY- PROHIBITION OF RESALE**

14.1 Customer is required to use the Services in compliance with the intellectual and/or industrial property rights of SIELCO and its licensors.

The software provided by SIELCO with the Services, as well as any other copyright or other intellectual property right, are the exclusive property of SIELCO and/or its licensors, therefore the Customer does not acquire any rights or title in this regard and is authorized to use them only during the term of the contract.

14.2. In the case of licenses provided by third-party suppliers through SIELCO, the Customer, for himself and for third parties to whom he has allowed the use of the Services, declares having seen the terms and conditions of use of those licences and undertakes to use the software in the manner indicated, including through their respective websites, exclusively for their own personal use.

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

The Customer declares that he is aware that the licenses take place between the Customer and the owner of the copyrights on them, excluding any liability of SIELCO.

14.2 It is expressly forbidden for the Customer to market the Products / Services as an agent, or reseller, or concessionaire, or distributor, or SIELCO licensee or in any other capacity and, in any case, to market them or use them as SIELCO services, or by making use of SIELCO's brand and/or images and/or advertising and promo material and in any case more generally any intellectual and/or industrial property rights from SIELCO, including in fact, used or owned by SIELCO, subject to various possible agreements between the Parties.

#### **15. INFORMATION SECURITY**

15.1 SIELCO undertakes, now and at any future time, not to disclose or make available in any way to third parties the information, defined by the Customer as confidential, known or managed in connection with the execution and/or application of the Contract, in the absence of specific written consent.

15.2 All information collected is stored and maintained in secure facilities which restrict access only to authorized personnel. The services are constantly monitored to check for security

breaches and ensure that all information collected is protected from any intrusions by third parties.

15.3 SIELCO shall take all reasonable security measures to ensure and guarantee the confidentiality of personal data and to minimize, as far as possible, the dangers caused by unauthorized access, removal, loss or damage to users' personal data.

#### **16. FINAL PROVISIONS**

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

16.2. In no case, any non-compliance and/or conduct of a Party, deviating from the Contract, cannot be considered as derogations from the contract or tacit acceptance of the deviation, even if not contested by the other Party.

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

16.3. Unless otherwise stated in the Agreement, communications between the Parties may be made without distinction, by hand, by electronic mail, certified or un certified, by registered letter RR, ordinary mail or by fax to the contact details indicated in the Contract and, consequently, the same will be considered known at the time of receipt, however proven. Individual changes in the addresses and contact details of the Parties must be communicated in the manner mentioned above.

16.4. With the exception of the cases specifically provided for in the Contract, all communications that the Customer intends to send to SIELCO relating to the Contract, with the exception of requests for assistance, which are handled in the manner referred to in article 8 above, must be made by PEC.

16.5. The Contract will be kept in SIELCO's IT systems and transmitted to the Customer in the manner indicated in the previous article 16.3.



16.6. Any ineffectiveness and/or invalidity, in whole or in part, of one or more clauses of the Contract will not result in the invalidity of the others, which must be considered fully valid and effective. Where necessary to ensure the correct interpretation of the Contract, the Parties shall in good faith replace and/or amend clauses which have become or have been declared void or ineffective.

16.7. For any matter not expressly provided for in the Agreement, the Parties refer, as far as possible, to the applicable legal provisions.

16.8. It being understood that the following does not intend to change the SLA provisions (where applicable), any complaints regarding the provision of the Service, must be addressed to: YES. SIELCO SRL – via Rossini 11/A – 21020 Buguggiate (VA) by registered letter RR, or by PEC to: sielcosrl@secmail.it, no later than 3 (three) working days from the moment the disservice subject of the complaint occurs.

SIELCO will review the complaint and provide a written response within 10 (ten) working days of receipt of the complaint. In the case of complaints for facts of particular complexity, which do not allow a comprehensive response within the above term, SIELCO will inform the Customer within the aforementioned deadline on the progress of the practice.

16.9. The relationship between SIELCO and the Customer established in the Contract cannot in any way be understood as mandate, agency, company, representation, collaboration or association relationship, or other similar or equivalent forms of contract.

16.10. The Customer undertakes not to assign the contract to third parties without prior written authorization from SIELCO. Any unauthorized transfer will be considered as not to have taken place and will not have any effect on SIELCO.

## 17. PROCESSING OF PERSONAL DATA

17.1. The processing of personal data communicated between the Parties for the purposes of the execution of this Agreement and

the subsequent provision or use of the Services, will take place in accordance with European Regulation No.2016/679 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, the privacy policy exchanged between the Parties during the insertion of the Customer data in the registry of SIELCO systems and by virtue of the consent to the processing of data expressed there by the Customer.

17.2. Where foreseen by the Service supplied, SIELCO may be appointed External Data Controller, by signing the appropriate Data Protection Agreement ("DPA").

## 18. APPLICABLE LAW AND COMPETENT COURT

18.1. The Contract is governed by Italian law.

18.2. Any dispute that may arise between the Parties concerning or otherwise relating to the Contract (including those relating to its formation, validity, interpretation, execution and resolution) will be submitted to the exclusive jurisdiction of the Court of Varese.

Date \_\_\_\_\_

Signature for acceptance \_\_\_\_\_

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The Parties expressly declare that they have read, understood and accepted the provisions of the articles listed below:

3. Completion of the contract; 4.2. non-refundability; 6.2, 6.3, 6.6 and 6.7. guarantee and limits of liability; 7.1. limits of indemnification and compensation; 7.9. covenant to keep harmless; 8.4. exemption from liability; 9. Duration of the Contract - Term; 10.1. cases of suspension of the Services; 11. Withdrawal; 12. Express termination clause - termination for non-compliance - termination; 13. Changes to the Contract; 14.3. prohibition of resale; 18. Applicable law and competent court.

Date \_\_\_\_\_

Signature for acceptance \_\_\_\_\_