

# Euronovate

# Terms and Conditions

Version: 02-2026

## 1. Introduction

These General Conditions of Sale (hereinafter the "**General Conditions**") govern the sale of Goods, Services or Software by **Euronovate SA** Via penate 4 - 6850 Mendrisio (Switzerland) and / or the subsidiary **Euronovate S.r.l.** - company with sole shareholder - share capital € 100,000.00 i.v. - subject to the direction and coordination of **Euronovate SA** - Via penate 4 - 6850 Mendrisio (Switzerland) with registered office in Via della Previdenza Sociale, 13 - 42124 REGGIO EMILIA (RE) and offices in via A. Longhin, 71 - 35129 PADOVA (PD) - Tax code, VAT number and registration in the Reggio Emilia Business Register 02680100357 - REA: RE - 303784 (hereinafter, individually referred to as the "Supplier") and apply, unless otherwise specifically agreed in writing, in relation to each Offer or Purchase Order relating to the supply of Goods, Services or Software issued (or accepted) by the Supplier intended to the company indicated in the Offer or Order (hereinafter, the "Customer").

The Customer agrees that the acceptance of an Offer or an Order constitutes (i) the express waiver by the Customer of any general conditions of supply and (ii) the express acceptance by the Customer of these General Conditions in relation to such Offer or Order.

In the event of disputes or discrepancies between the General Conditions and the terms specifically agreed between the Parties, reference will be made to the following documents in the order of prevalence indicated below:

1. The Offer (or the Order) and the Contract (if any)
2. The General Conditions.

The General Conditions consist of the following sections and related attachments which will become applicable from time to time, depending on the type of supply made:

- Section A – Premises, definitions and annexes
- Section B – General contractual provisions
- Section C – Sales Conditions for Goods, Services and Software License
- Section D – Final provisions
- Annex 1 – Warranty conditions for Hardware products
- Annex 2 – Support, maintenance and software update service

## SECTION A. PREMISES, DEFINITIONS and ATTACHMENTS

The premises and annexes to the General Conditions form an integral and substantial part of the same.

## **2. Duration and validity of the General Conditions**

These General Conditions will be effective for the entire duration of the contractual relationship and for all Offers issued or Purchase Orders accepted in their validity. The Customer declares to be aware of and accepts the fact that the Supplier may modify these General Conditions or other documentation forming part of the Contract at any time. These changes will be communicated to the Customer by publication on the Supplier's website [www.euronovategroup.com](http://www.euronovategroup.com) and will be effective from the date of publication indicated.

The priority level assigned to each service request is determined solely and unquestionably by Euronovate, based on the information provided by the Client and Euronovate's technical assessment.

SLA compliance shall be deemed fulfilled if, over the observation period corresponding to the duration of the contract, at least 90% of the tickets are resolved within the contractual timeframes previously defined.

Resolution time shall be calculated net of any waiting periods due to delays in the Client's response to requests for additional information (e.g., provision of complete logs or other required data).

The verification and monitoring of the aforementioned SLA are carried out through the reporting provided by the Ticketing System, which may be made available to

the Customer quarterly, for a fee and upon a specific written request sent to the Communication Addresses with the Communication Methods.

### 3. Definitions

For the purposes of the General Conditions, the following definitions will have the meaning attributed below:

**"Agreement"** means these General Conditions, the individual Offers, Purchase Orders and, where present, the Agreement.

**"Customer"**: Customer means the person who intends to purchase Goods or Services from the Supplier indicated in the Offer or Order.

**"End Customer"** or "End User" means the end user of the Products supplied by the Supplier to the Customer on the basis of the Agreement.

**"Contract"** means the contract for the supply of Services or for the purchase of Goods (depending on the case) signed between the Customer and the Supplier and, in particular, the Distribution or Resale contract

**"Distributor / Reseller"**: is a Customer who has entered into a Distribution or Resale Agreement with the Supplier in order to regulate some particular aspects of the continuous supply relationship of the Products established with the Supplier.

**"Confidential Information"** means any information relating to the Supplier which has also been indicated by the Supplier as "confidential" or which in any case has this nature given the context in which such information is learned, disclosed or made available from time to time. .

**"Offer"** or **"Technical-economic proposal"** means the communication sent in writing by the Supplier to the Customer with which the Customer is offered the supply of the Products, with indication, where applicable, of the relative quantity, quality, type, place of delivery / supply, consideration and payment methods, delivery times, type of packaging, and more generally, any other information relating to the aforementioned supply.

**"Purchase Order"** (or, in short, **"Order"**): means the communication sent in writing by a Distributor / Reseller to the Supplier with which the Supplier is requested to supply the Products, with indication - where applicable - of the relative quantity, quality, type, place of delivery / supply, consideration and payment methods,

delivery times, type of packaging, and more generally, any other information relating to the aforementioned supply, all in compliance with these Conditions.

“**Products**” means, collectively, the Goods, Services or Software object of each specific Offer (or Order) that must be provided by the Supplier to the Customer and, in particular:

- “**Goods**” or “Hardware Products” or “Hardware” means tablets, pads, tools for digitizing signature processes, scanners and all other products, devices, IT tools developed, produced and marketed over time by Supplier.
- “**Services**” means the services of any nature subject to each specific Offer (or Order) that must be performed by the Supplier.
- “**Software**” indicates the code, modules, service packs and set of programs and libraries (intended as a set of predefined functions or data structures designed to be connected to a software program through an appropriate link) object of the version of the software that is supplied and any corrections and / or additions and / or subsequent improvements and / or updates and all copies thereof.

“**Party**” means, each separately, the Customer and the Supplier and “**Parties**” jointly means the Customer and the Supplier.

## SECTION B. GENERAL CONTRACTUAL PROVISIONS

### 4. Offer of the Supplier (Customer Order) and Finalization of the Agreement

The Agreement is finalized in the moment

- of acceptance by the Customer of the Supplier's Offer, in the event of a Supplier's Offer (the “Acceptance of the Offer”);
- acceptance of the Customer's Order, in the case of a Customer Order (the “Order Acceptance”). The Customer's Order, once issued and received by the Supplier, is considered accepted by the Supplier if this within 3 Working Days of its receipt: (1) does not refuse it in writing and / or begins, even subsequently, to implement what provided for in the Order, or (2) communicate its acceptance in writing.

Following the acceptance, the Order or the Offer, governed by the Conditions and by any other document specifically referred to in the Order or in the Offer themselves as an integral part of them and agreed in writing, will become contractual documents that will govern the contractual relationship. Between the parts.

Each Offer (or Order) subsequent to the first sent by the Supplier to the Customer (or, in the case of an Order, sent by the Customer and accepted by the Supplier) will be understood as automatically governed by these General Conditions.

If the Customer proposes different or additional terms than those indicated in the Offer or in the Order, the latter will become binding between the Parties only if and when the Supplier expresses his consent in writing with respect to these new terms, and this also in the in the event that the execution of the contract has begun.

## **5. Supplier's Limitation of Liability**

The Supplier's liability towards the Customer or third parties is limited exclusively to what is expressly provided for in the Agreement and is excluded in the event of delays or impossibility in the execution of the obligations connected with or resulting from the occurrence of the causes of force majeure indicated in the following article 35

The Supplier assumes no further obligations and does not provide additional guarantees other than those expressly provided for in the Agreement.

The Supplier's liability for damages of any kind and for any reason caused or suffered by the Customer as a result of the execution of the Agreement is excluded, without prejudice to the limits imposed by law.

In particular, any contractual or extra-contractual liability for direct or indirect damages suffered by the Customer or by third parties in connection with the execution of the Agreement is excluded, including the loss of profits suffered by the Customer or by third parties due to the use or failure use of the Products.

In the event that the Customer makes different and / or additional claims against the Supplier, with respect to those governed, and / or recognized by the Agreement, he must promptly notify the Supplier in writing, sent to the Communication Addresses through the Communication Methods, and in any case within 8 days from the moment in which the Customer becomes aware, or should have known, of the event that gave rise to this alleged claim.

Under no circumstances may the Supplier be called to respond as compensation to the Customer for amounts higher than those paid by the Customer to the Supplier in execution of the Agreement.

Any damage caused by failure to use the Defective Products in the period of time necessary for repair and / or replacement will not be compensated by the Supplier, nor will the Customer have the right to suspend any payments due under the Product supply contract.

With the exception of cases of willful misconduct or gross negligence, in no case will the Supplier be liable for damage to persons or property resulting from the use of the product supplied. In any case, the liability will not extend to indirect, unforeseeable damages and in any case outside the hypotheses for which the guarantee on the product can operate.

The Customer expressly acknowledges and accepts that the unauthorized manipulation of any hardware or software invalidates the warranty, without prejudice to the right of the Supplier to take legal action for the protection of its rights. Any damage resulting from unauthorized handling by the Customer will remain the responsibility of the same and no liability will be configurable for the Supplier.

## **6. Consideration and invoicing.**

The Customer is required to pay the Supplier the amount agreed in the Agreement for the supply of the Products.

The Consideration is always intended net of VAT, if due. Any VAT due will be paid by the Customer in accordance with the provisions of the law. The Supplier will send the Customer the invoices relating to the Products in the manner prescribed by the current billing regulations.

Each invoice will bear the reference to the Offer (and / or Order) number.

If it becomes necessary, at the request of the Customer or for the needs of the Supplier or for reasons of force majeure, a change in the characteristics or content of the Products which entails an increase in the Supplier's performance, the Supplier will promptly notify the Customer in writing. The Parties will agree in good faith in order to define the additional compensation that it will give due to the Supplier for changes to the Products communicated by the Supplier and authorized by the Customer.

The Customer is responsible for any administrative sanctions or penalties related to the invoicing that are caused by his incorrect or reticent indications.

## **7. Customer Payments**

The Customer undertakes to make payments on time, at the deadlines agreed in the Agreement.

The payment terms are mandatory and payments must be made in the manner and within the terms indicated in the invoice or other accounting document prepared by the Supplier.

In case of late payment of invoices, the Customer will receive a specific written notice from the Supplier sent to the Communication Addresses through the Communication Methods.

After 15 days of receipt of the aforementioned notice, the Supplier reserves the right to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

In the event of even partial delay in the payment of invoices, the Customer will be automatically applied in any case and without the need for prior notice or warning, for each day of delay, default interest on an annual basis equal to the ECB interest rate. plus the increases provided for by Legislative Decree 231/2002 and subsequent amendments on the amount not paid or paid late.

In order to ensure full compliance with the obligations undertaken, the Customer authorizes the Supplier to claim any outstanding sums relating to the Agreement by using the amounts deriving from any other existing commercial relationship between the Customer and the Supplier as compensation.

In the event of total or partial failure or delay in payment of even a single invoice, the entire sum due by the Customer will become immediately due and deliveries of further supplies may be suspended.

## **8. Faculty of subcontracting / subcontracting**

Without prejudice to the direct responsibility of the Supplier towards the Customer for the execution of the Supply covered by the Agreement, the Supplier may make use of its own Distributors or companies belonging to its corporate group, of third party subcontractors or subcontractors selected by it.

## 9. Transfer of the Agreement

The Customer may not assign the Agreement to third parties without the prior written consent of the Supplier.

The Customer expressly authorizes the Supplier as of now to transfer the Agreement to third parties (including other companies controlled by it, associated, investee or parent company).

## 10. Terms of execution of the Agreement

The terms of fulfillment of the supply obligations are specified in the Offer (or in the Order) and are to be considered indicative for the Supplier who undertakes, in good faith, to ensure that the agreed execution terms are met without delay.

The Supplier may always anticipate the completion of the supply upon written notice to the Customer.

If the Supplier, at any time, considers that it is unable to fully and / or partially fulfill an Offer (or an Order) within the timeframe and in accordance with the conditions set out in the Agreement, it will immediately notify the Customer by means of a written communication. and, without prejudice to any other right or remedy recognized between the Parties, the latter will meet to discuss, and possibly share in good faith the methods to allow the continuity of the supply covered by the Offer (or the Order) can be maintained as far as possible.

## 11. Intellectual and industrial property

The intellectual property rights, copyright, trademarks and other industrial property rights (collectively, the "**Intellectual and Industrial Property Rights**") connected to the Products are the property of the Supplier and its possible licensors and are not transferred in implementation of the Agreement. This also applies to products that should be developed by the Supplier during the implementation of the Agreement and subsequently made available to the Customer.

The Customer is not authorized to remove or modify trademarks or copyright notices that refer to the Intellectual and Industrial Property Rights of the Supplier or third parties. The Customer has no right to make the programs or results of the

supply of Products available to third parties for commercial use by third parties, unless expressly authorized by the Supplier.

The Supplier guarantees that the Products supplied (and any part thereof) do not infringe any patent, license, industrial patent right, industrial model or design, copyright or any other intellectual and industrial property right of Third Parties.

The Supplier warrants that it has the full right to use the Products for the purposes referred to in the Agreement and that the Customer will, in turn, have the full right to use such Goods.

## **12. Limitation on the hiring of the Supplier's personnel**

For the entire duration of the Agreement and for the two years following its termination or expiry, the Customer undertakes not to assume and / or establish any employment or collaboration relationship, either directly or through intermediaries, with employees and / or collaborators and / or external consultants of the Supplier who carry out or have carried out consultancy activities in favor of the Customer. This obligation remains valid even in the event that the solicitations for collaboration should be formulated by employees, collaborators or in any case by the Supplier's staff.

In case of violation of the aforementioned obligation, the Customer undertakes to compensate the Supplier as a penalty an amount equal to the gross salary or emolument received by the employee and / or collaborator in the 24 months prior to the interruption of the employment relationship with the Supplier

## **13. Confidentiality obligation**

The Parties mutually acknowledge that, during the execution of the Agreement, they will become aware of the other Party's confidential information; the term "Confidential Information" means any information relating to each Party of which the other has become aware during the execution of the Agreement, regardless of the way in which it was acquired or communicated (orally, in writing, by electronic or other means) and regardless of whether, at the time of the communication, it has been expressly identified as "confidential", "reserved" or with similar expressions. Confidential Information includes, without limitation, information of a technical, economic, financial, commercial, business or administrative nature, including, but not limited to, models, names of potential suppliers, customers or

partners, proposed commercial agreements, projects, market projections, information contained in databases, software, collection of codes, maps, logic diagrams, market secrets, procedures, formulas, graphics and other materials, inventions, documentation, know-how, forms, techniques, drawings and sketches, prototypes and data.

In consideration of the above, each Party undertakes:

1. to keep secret all the Confidential Information of the other Party of which it has become aware, adopting any appropriate security measure or procedure that guarantees to limit access to it only to authorized persons;
2. to use the Confidential Information exclusively for the purposes and for the execution of the Agreement;
3. not to communicate, disseminate, disclose, publish or otherwise make the Confidential Information available to third parties (directly or indirectly, even only partially), without the prior written consent of the other party, without prejudice to the provisions of point d) below;
4. to communicate and in any case make the Confidential Information accessible only to its employees and / or collaborators directly employed in the execution of the Agreement (or to any collaborators who may be involved in the activities themselves), taking care that any communication relating to the Confidential Information does not take place in the presence of third parties;
5. to inform the aforementioned employees and collaborators of the confidential nature of the Confidential Information;
6. not to make copies of the confidential information, except to the extent strictly necessary for the execution of the Agreement.

## **14. Data processing**

Pursuant to Article 13 of EU Reg. 679/2016, the Supplier informs the Customer that the data concerning him will be processed in compliance with the aforementioned law for administrative, managerial, commercial, promotional purposes and to ensure the correct fulfillment of the 'Agreement.

The data will be processed mainly with electronic and IT tools and stored both on computer and paper supports and on any other type of suitable support, in

compliance with the organizational and technological security measures as identified and applied because they are deemed suitable by the Supplier to guarantee an adequate level of security regarding the protection of personal data and information. The provision of such data is mandatory and their incomplete or incorrect indication may result in the failure or partial execution of the relationship governed by this Agreement.

If, in the execution of the Agreement, the Supplier treats on behalf of the Customer personal data of which the Customer is the owner according to the definition of owner contained in the Regulations, the Supplier will act as data processor pursuant to art. 28 of the Regulations and undertakes, now by then, to sign the relative appointment contract pursuant to art. 28 of the Regulation.

The Customer authorizes the Supplier to mention his own company name, that is, his brand, exclusively for the purpose of disclosing the list of his customers' names to third parties.

For complete information on data processing, please refer to the Supplier's website.

## **15. Express termination clause and termination of the Agreement**

Without prejudice to the provisions of other clauses of the Agreement, the Agreement will be considered terminated with immediate effect, pursuant to and for the purposes of Art. 1456 of the Civil Code, by giving written notice to the Customer, if the Customer:

1. violates the obligations set out in articles 7-Customer Payments; 9 - Transfer of the Agreement, 11-Intellectual and industrial property and 13-Obligation of confidentiality; 18- Delivery and installation of Hardware Products; 21 - Retention of title; as well as the provisions set out in documents to which they refer;
2. engages in any illegal activity using the Products.

Furthermore, in the event of non-fulfillment of the obligations set out in the Contract, the Supplier reserves the right to send the Customer, at any time, pursuant to and for the purposes of art. 1454 cod. civ. warns to comply within 15 (fifteen) days of receipt of the relative communication sent. From the date of the termination of the Agreement, the Customer acknowledges and accepts that the

sums paid by the same in advance will be retained by the Supplier as a penalty and the Supplier will have the right to charge the Customer any additional charges that the same has due. to bear, in any case without prejudice to his right to compensation for any damage suffered.

The Customer refuses to propose exceptions without having previously fulfilled his obligations.

Furthermore, the agreement is terminated with immediate effect, in the event of the parties being subjected to insolvency proceedings.

## SECTION C. TERMS OF SALE FOR GOODS, SERVICES AND SOFTWARE LICENSES

### Supply of Hardware Products

#### **16. Supply of Hardware Products**

The Supplier undertakes to deliver to the Customer the Hardware Products indicated in the Offer (or in the Order) under the conditions agreed in the Agreement.

With the completion of the Agreement, the Customer acknowledges that he has carefully examined the technical, functional and aesthetic characteristics of the Hardware Products and confirms that he deems them suitable for the use to which he intends, directly or indirectly, to use them. Furthermore, the Customer undertakes not to make any changes to the Hardware Products and to respect, declaring to know them, the correct methods of use of the same.

#### **17. Supply of software relating to Hardware Products**

The Customer is required to use the software provided or included in a Product sold by the Supplier under the conditions established by the software manufacturer in the relevant license.

In the absence of a license and / or specific conditions of use, the right to use the software supplied or included in a Product sold by the Supplier is, however, limited

to the operational installation of a single copy of the software itself, with the exclusion of any right to reproduce, modify or correct any errors.

The Supplier is in no way responsible for the execution, installation or maintenance of software not provided by the Supplier itself.

## **18. Delivery and installation of Hardware Products**

Unless otherwise provided in the Agreement, the Hardware Products will be delivered to the Customer, or to a person authorized by him in writing, at the location and within the delivery times indicated in the Offer (or in the Order).

The Supplier reserves the right to deliver to the Customer, in case of unavailability for any reason of the Product chosen in the Offer or Order, a Product with the same or higher technical characteristics without any modification of the agreed fee.

Deliveries of Hardware Products in place and with different timing than those indicated in the Agreement will be communicated in writing by the Supplier to the Customer.

In the case of Hardware Products that require installation activities (which must be expressly provided for in the Offer or in the Order), they will be installed and made ready for use by the Supplier, or by another person appointed by the Supplier, in the places and within the terms indicated in the Offer or Order.

The premises intended for installation must be prepared and equipped at the expense of the Customer, in accordance with the nature of the Hardware Products and the specifications provided by the Supplier, in good time with respect to the expected date of installation.

Any arrangements that may become necessary for access to the installation rooms or the greater costs, based on what has been agreed in the Offer or in the Order, in the case of deliveries to places not reachable by normal means of transport, remain the responsibility of the Customer. transport. The consequences of any delays in installation and / or interruptions in the operation of the Hardware Products due to non-compliance of the premises and related equipment will be borne by the Customer. The Customer is responsible for the delay and / or failure to deliver the Hardware Products for reasons attributable to him and releases the Supplier from any liability in this regard, without prejudice to the Supplier's right to terminate the contract pursuant to Article 1456 of the Civil Code. and to request compensation for damage and it being understood that the Supplier will in any

case have the right to make the Hardware Products available to the Customer at the Customer's expense at a place of his choice.

The Customer undertakes to comply with the legislation on safety at work and to declare the presence of specific risks pursuant to Art. 26, paragraph 1, letter b) of Legislative Decree n. 81/08, and subsequent amendments and additions, and to provide a copy of the internal regulations and procedures prepared, with particular reference to the layout of the premises and the risks associated with the electrical system, together with the general information document on directives, procedures and recommendations for the protection of safety in the workplace. The Customer undertakes to prepare and implement, in the context of the exact execution of the service, all the safety measures necessary to guarantee and protect the safety and health of people, in order to prevent any possible factual situation, even potentially harmful. security.

## **19. Deliveries and installations divided by lots**

Where provided for in the Offer or Order, or at the request of the Supplier, the Parties may jointly define a delivery / installation plan of Hardware Products in different Delivery locations according to agreed Delivery times. Any changes and / or modifications to the Delivery Plan, previously agreed in writing, may lead to changes in the amount due to the Supplier and in the other terms of the Agreement.

## **20. Return of Hardware Products**

Unless otherwise agreed with the Customer, the Hardware Products are understood to be sold Ex-works (EXW), delivery warehouse indicated by the Supplier (Incoterms 2025).

Any loss, breakdown or damage suffered by the Hardware Products during transport will be reported in writing to the carrier or shipper, under penalty of forfeiture, within 2 (two) days of delivery.

## **21. Retention of title**

The Supplier reserves the ownership of the Hardware Products covered by the Contract until the full payment of the agreed purchase price and the tax charges due. Once the payment terms have elapsed in vain, the Supplier may, without

prejudice to any other right, terminate the Contract and regain possession of the Hardware Products at the Customer's expense and after checking their integrity / functionality, and withhold the price already collected from title of indemnity, without prejudice to proof of greater damage, in addition to the application of the provisions of the previous art. 7 regarding payments by the customer.

## **22. Packaging**

Unless otherwise provided for in the Agreement, the price of the supply of Hardware Products is inclusive of packaging costs.

Any additional cost connected to the execution of the supply envisaged in the Offer or in the Order not specifically indicated in the same is to be considered strictly excluded from the Supply and will be subject to a specific quotation by the Supplier which, therefore, is not required to provide to the Customer. any additional service with respect to what is already indicated in the Agreement in the absence of specific acceptance by the Customer.

Unless the Customer requests special packaging with the Offer or Order, the Supplier will supply the Hardware Products with adequate packaging, taking into account the nature of the Goods themselves and taking all necessary precautions to protect the Goods from bad weather. , corrosion, loading accidents, vibrations or shocks, etc.

In any case, the Hardware Products will be packaged, packaged, marked and in any case prepared for delivery in an appropriate manner to ensure that they are delivered intact to the destination indicated in the Offer (or in the Order) and, in any case, in line with the Applicable Regulations.

## **23. Theft and loss**

In the event of theft and / or loss of the Hardware Products before the full payment of the Consideration, the Customer will still be required to pay the entire amount relating to the lost or stolen Product.

## **24. Warranty – Hardware Products**

The duration and methods of activation and execution of the Hardware Products warranty (in short, the "Warranty") is indicated in the document of the relevant manufacturer.

The Supplier guarantees the Customer that the Hardware Products will be fully functional, except for any normal wear and tear caused by their correct use, for the duration of the Warranty.

Any disputes and complaints by the Customer for the purposes of the Warranty for defects in the Goods must be communicated to the Supplier within 10 days from the date of delivery if obvious, or of the relative discovery if hidden.

It is understood that the Warranty will be available only on those Hardware Products which, following the carrying out of the appropriate checks, the Supplier deems in fact to be defective, and provided that the defects found were not caused by non-compliant use or tampering by the Customer.

The guarantee will not apply in the event that a repair has been carried out by a person not authorized by the Supplier, and this for any reason whatsoever.

The only obligation incumbent on the Supplier in relation to the Warranty is to take charge of the repair or replacement by the manufacturer of the Product recognized as defective and which has been returned to the address indicated by the Supplier.

The return of the Hardware Products of which the defect is complained requires the prior written authorization of the Supplier which will be sent to the Communication Addresses with the Communication Methods or via the ticketing platform active from time to time.

Hardware Products deemed defective must be returned to the Supplier in their original packaging, accompanied by the return number that will be indicated by the Supplier to the Customer.

The interventions carried out on the basis of the Guarantee will not lead to an extension of the duration of the guarantee itself.

Except as provided for by mandatory provisions of law, the Guarantee is intended as a substitute for any other form of guarantee.

The Customer has no right in any way to suspend payments relating to the Supply even in the event that defective Hardware Products covered (or not) by the Warranty are detected.

Any damage caused by failure to use the Defective Products in the period of time necessary for repair and / or replacement will not be compensated by the

Supplier or by EURONOVATE, nor will the Customer have the right to suspend any payments due under the Product supply contract. .

With the exception of cases of willful misconduct or gross negligence, EURONOVATE will in no case be liable for damage to persons or property resulting from the use of the product supplied. In any case, the liability will not extend to indirect, unforeseeable damages and in any case outside the hypotheses for which the guarantee on the product can operate.

The Customer expressly acknowledges and accepts that tampering with any hardware or software will void the warranty, without prejudice to the right for EURONOVATE to take legal action for the protection of its rights.

The Warranty relating to the Hardware Products manufactured by Euronovate SA will be provided by the manufacturer in accordance with the provisions of Annex I Warranty conditions for EURONOVATE hardware products.

## **25. Intellectual Property**

With the purchase of Hardware Products (possibly equipped with related software), the Customer does not acquire any intellectual property rights on the Hardware Products and / or related software and undertakes to respect any existing intellectual property rights on them. The Customer is guaranteed by the eviction of the Hardware Product as a result of any actions by third parties who have intellectual property rights on the Product.

## **26. Termination of the Agreement for the supply of Hardware Products**

The Supplier reserves the right to terminate the Agreement by law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by means of a written communication sent to the Customer, in the event that the Customer fails to fulfill even one of the following obligations :

- delay or non-delivery for reasons attributable to the Customer, even in the case of delivery divided into batches;
- delayed or non-payment of the consideration

- missing and / or incomplete and / or incorrect statements relating to the presence of specific risks in the delivery or installation premises as provided for in the Offer (or in the Order);
- failure or incorrect preparation of the premises intended for the installation of Hardware Products.

In the event of termination of the sales contract, either by lump sum or by installments, the Supplier, without prejudice to the application of default interest and anything else provided for in Article 7, will have the right to withhold the amounts already paid by the Customer as an advance on the purchase price of the Products and / or payment by installments, as well as requesting any remaining shares and / or installments, without prejudice to the Supplier's right to any further compensation.

In the event of termination of the lump-sum sale contract, the Customer, if he has not made full payment of the purchase price according to the terms and conditions agreed, must return the Hardware Products already delivered to the Supplier, incurring the costs also in case of possible withdrawal by the Supplier, without prejudice to the Supplier's right to any further compensation.

The termination of the sales contract will also determine the termination of the maintenance service of the Products, if the same was requested by the Customer.

## SUPPLY OF SERVICES

### **27. Procedures for the provision of Services**

The Supplier will provide the Customer (or the Final Customer) with the Services using its own facilities, IT equipment and its own personnel.

For the execution of the Services, the Supplier will make use of employees:

- (a) qualitatively and numerically adequate and equipped with the professionalism corresponding to the technical needs of the Services which, from time to time, must be provided;
- (b) hired in compliance with the applicable legislation and the applicable Collective Bargaining Agreement (in the case of employees).

For the provision of the Services, the Supplier may also carry out activities at the Client's (or Final Client's) offices.

The Supplier will perform the Services indicated in the Agreement for the Customer in complete autonomy and without any obligation towards the Customer (or the Final Customer), except that deriving from the timely execution of the Services, in a workmanlike manner and in compliance with Agreement signed. The Supplier will be solely responsible for the organization and coordination of the Personnel assigned to supply the Service and will independently exercise the powers of direction and coordination vis-à-vis the Employees.

Each party may designate its own manager, contract contact person, to whom all communications relating to the provision of the Services must be addressed (with the sole exception of invoices).

The Customer (or the Final Customer) may not, directly or through third parties, modify and / or alter the configuration directly and / or indirectly connected to the Services, unless expressly and in advance written agreement with the Supplier or unless this is not foreseen by the characteristics and purpose of the Services themselves.

In the event that a change in the content of the Services is necessary that entails an increase in the Supplier's performance, the Supplier will promptly notify the Customer (or the Final Customer) in writing. The Parties will agree in good faith in order to define the additional compensation that it will give due to the Supplier for the changes to the Services communicated by the Supplier and authorized by the Customer (or by the End Customer).

In the case of provision of Services with allocation of professional resources dedicated to the Customer (or the Final Customer), the Supplier, should it need to replace one or more employees, will replace it by notifying the Customer (or the Final Customer).

## **28. Terms of completion and delivery of the Services**

The terms of completion of the services, as well as any intermediate delivery terms, indicated in the Offer or Order are to be understood as indicative.

In the event that, during the provision of the Services, particular difficulties arise in execution, the Supplier will inform the Customer (or the Final Customer) who

undertakes to evaluate, in good faith, the granting of an extension of the date completion of the supply.

In this case, the Parties will agree in good faith for a change in the Supplier's Consideration in order to recognize the higher cost for the execution of the provision of the Services.

All services and products not indicated are excluded from this contract.

### **Implicit Acceptance Clause**

The Client must report any issues with the delivered software or professional services in writing within 20 days of delivery or completion. If no objections are raised within this period, the delivery shall be deemed automatically accepted in terms of technical and functional compliance. The use of the software or the benefit of the services before the deadline shall constitute implicit acceptance.

The provision of products and/or services is subject to the full settlement of all prior due payments. The Supplier may suspend performance until compliance is verified.

## **29. Intellectual property of software, information and documentation relating to the provision of the Service and the Results of the Service**

All software source codes, software, technical specifications, procedures, reports, documentation (such as, but not limited to, drawings, projects, statistics, notes, data, etc.) and any other result possibly conceived and / or realized by the Supplier or by the Personnel employed by it in execution of the Service - including any final or intermediate result (hereinafter, the "Results") - will be the exclusive property of the Supplier or, possibly, of the licensors of the Supplier itself.

The Customer is prohibited from reproducing, processing, publishing, disseminating, by any means and in any way carried out, the Software and other material owned by the Supplier (or its licensors) except to the extent necessary to take advantage of the Service.

## **EURONOVATE END USER SOFTWARE LICENSE**

The license conditions provided herein apply to all sales of software owned by Euronovate SA made directly or indirectly, through resellers and / or distributors

and regulate the license to use the Software owned by EURONOVATE of which it is made available available to the Customer and / or Customer / End User a copy made usable in different ways (for example, website, via server, mailbox, managed user, client).

### **30. License to use**

Euronovate grants the Customer or (or the Final Customer) the non-exclusive and non-transferable license to use the Software for the purposes and in accordance with the terms of the Agreement. The license to use also includes the assistance and maintenance service, according to the terms and conditions better indicated in Annex 2.

All rights in the Software, all technical specifications, algorithms and processes contained in the software and related documentation are considered strictly confidential and the exclusive property of Euronovate.

The Customer and / or End User undertakes: (i) not to license, sub-license, sell, resell, transfer, assign, distribute or exploit in any other way for commercial purposes, or make available to any third parties, the Software or its content in any way; (ii) not to create derivative Software that is based on the Licensed Software or its content; (iii) not to create any other Software using ideas, features, functions or graphics similar to those of the Software, or to copy any ideas, contents, features or functions; (iv) not to reproduce, modify or translate the Software, even partially.

The Customer and / or the End User, subject to authorization by EURONOVATE and upon payment of the fees indicated in the relative technical-economic proposal forming part of the Agreement, may make the Software available to group companies, subsidiaries and / or affiliates. , and / or associated with the User.

The Software may be used on a single Hardware Product. It is not permitted to separate the components of the Software for use on more than one Hardware Product.

The Customer and / or End User is not authorized to resell the Software.

Euronovate reserves the right to ask the Customer and / or End User for information on the use of the Software, to verify use in accordance with this license.

### **31. License Term and Automatic Renewal – License Fee**

The duration of the license, in the absence of different indications agreed in the Offer or Order, is set at 12 months from the date of completion of the Agreement.

The license will be automatically renewed for 12 months at the economic conditions established in the Offer or in the Order, without prejudice to the right of withdrawal granted to both Parties by means of a written communication that the withdrawing Party must communicate in writing to the other by sending it to the communication addresses, with a notice of at least 30 days with respect to the annual expiry date.

The license fee, as indicated in the Agreement, in case of contractual renewal must be paid by the User in advance of the beginning of each annual renewal period and it will be the Supplier's responsibility to issue the relevant invoice which must be paid at sight in the manner indicated on the invoice itself.

In case of non-payment of the amount due:

1. if the delay is more than 30 days from the expiry of the agreed payment term, the Supplier reserves the right to terminate the contract pursuant to Article 1456 of the Civil Code.
2. as an alternative to the termination of the contract, the Supplier reserves the right to immediately suspend the license of the Software or the services provided through the use of the Software, also blocking its operation, without prejudice to compensation for any further damages.

### **32. User Responsibility**

The Customer and / or End User is responsible for all the activities that are carried out by their employees and / or collaborators and therefore for the use made by them of the Software and the services provided through the use of the Software, including those related to the confidentiality of data and the transmission of technical or personal data.

It is the responsibility of the Customer and / or End User to verify the suitability of the Software for their needs and requirements.

The Customer and / or End User must immediately notify (to be sent to the Communication Addresses with the Communication Modes) to the Supplier (and to Euronovate) in case of unauthorized use of the Software and will make every

reasonable effort in order to immediately block any illegal copy or distribution of the same of which it has become aware.

The Customer and / or End User undertakes to immediately notify (by means of a communication sent to the Communication Addresses with the Communication Methods) to the Supplier (and to Euronovate) any attachment or seizure of the Software by third parties. Failing this, the Supplier (or Euronovate) will be entitled to compensation for all damages that may ensue.

### **33. Intellectual Property Rights and Limitations of Use**

The Software (this term includes all the instructions and data readable by the Hardware products, the relative user documentation, any modification to the Software and any other document or material relating to the Software supplied to the Customer / or End User), as well as the relative copyrights and any other intellectual or industrial property rights are the exclusive property of Euronovate and / or its licensors or assignors. Without prejudice to the Licenses expressly granted pursuant to this Section D of the General Conditions, the Customer / or End User does not acquire any title or rights in the Software or any other Intellectual and Industrial Property Rights (hereinafter "IPR") owned by Euronovate, its Affiliates, its suppliers, Euronovate's licensors and / or its assignors in general.

The Customer / or End User acknowledges and guarantees compliance with any IPR owned by Euronovate, its Affiliates, its suppliers and / or licensors of Euronovate, relating to or otherwise connected to the content, name, object of the Offer (or the Order), or the supply of hardware and software included in the Offer (or Order), supports, databases and anything else connected with the supply and performance of the same.

The granting of the license does not give the User any rights over the same other than those attributed under the Agreement.

Ownership and intellectual property rights relating to the contents to which it is possible to have access through the use of the Software, including images, photographs, animations, videos, audio, music and texts integrated into the Software, any printed material attached to it are owned by Euronovate or its licensors. The license granted does not allow the Customer / or End User to use such content for purposes or purposes unrelated to those defined in the Agreement.

The Customer / or End User also undertakes to keep the Software with due care, strictly following all the indications provided by the Supplier; in particular, the Customer / or End User must not counterfeit the Software, nor allow or encourage in any way their counterfeiting by third parties. The Customer and / or End User may not remove or alter the rights, or the trademark, trade name, serial number, copyright indication or other rights reservation mark affixed or indicated in the Software medium and in the instruction manual, and in any case, not to modify the Software in any way and to use it only in a lawful and / or permitted way and, in any case, in an ordinary way.

The Customer / End User has no right to obtain the source code of the Software, nor to have access to the related logical and / or project documentation. The Customer / or End User must therefore not adapt, translate, modify the Software, decrypt it, recompile it, disassemble it or carry out reverse engineering operations, or other attempts to access the source code of the Software, or to knowingly allow others to do so. . Furthermore, the Customer / End User must not alter the license number, nor create license keys that activate the Software, nor knowingly allow others to do so.

For the purposes of this article, IPR means patents, utility models, ornamental models, copyrights, know-how rights, database rights and all other intellectual property rights or of a similar or corresponding nature that exist now or in the future anywhere in the world; "Affiliate" of Euronovate means any legal person controlled by, parent or subject to the common control of Euronovate; this control being exercised through the direct or indirect ownership of 50% or more of the share capital or voting rights of that legal person.

### **34. Express termination clause**

The violation by the Customer / or End User of the obligations referred to in Articles 30, 32 and 33 will constitute hypotheses of just cause for resolution pursuant to art. 1456 of the Italian Civil Code.

In any case of termination of the Contract, the Supplier (or Euronovate) will be entitled to the immediate return of any goods, programs or documentation used and / or delivered to the Customer / or End User in execution of the Agreement.

## **SECTION D. FINAL PROVISIONS**

### **35. Force majeure**

For "Causes of Force Majeure" or "Events of Force Majeure" we mean facts and events of an extraordinary, unforeseen and unforeseeable nature and, in any case, beyond the control of the Parties, the occurrence of which is not due to conduct or omissions thereto attributable and which is in itself such as to prevent the fulfillment, in whole or in part, of the obligations arising from the Agreement.

In the event of a Force Majeure Event that may result in the impossibility, even if only temporary, for one of the parties to fulfill any of the obligations under the Agreement, this obligation will remain suspended for the entire duration of the force majeure event.

The damages and / or malfunctions of any kind of the Products deriving from Force Majeure will not entail any obligation for the Supplier to repair / replace the Products free of charge.

The Party that incurs an event of force majeure that gives rise or that may give rise to the impossibility or delay in the fulfillment of any contractual obligation, must notify the other Party in writing by sending to the Communication Addresses through a communication within 5 days, also giving due documentation of the event. A similar communication must be sent when the cause of force majeure ceases.

Starting from the date of communication and until the termination of the Force Majeure Event, all terms and obligations borne by the affected party will automatically remain suspended for the duration of the Force Majeure Event. Neither party may request the application of penalties, interest or other forms of compensation for damage. The liability waiver will last only for the duration of the force majeure event.

If the duration of the force majeure event exceeds 90 days, the parties may renegotiate the terms of the Agreement in good faith.

### **36. Partial Nullity**

Any provision of the Agreement that is, or becomes, contrary to the Applicable Law, invalid, or not enforceable, will be deemed to be separate from the Agreement and will be ineffective and will not affect or prejudice the remaining provisions contained in the Agreement, which will continue to remain valid and effective.

### **37. Acquiescence**

The waiver of the Supplier to exercise its rights in the event of a breach by the Customer of its obligations under the Agreement will not constitute a waiver of asserting its rights in the event of other subsequent breaches. The fact that the Supplier does not enforce any term or condition provided for in the Agreement will not constitute a waiver of this term or condition and will not limit the Supplier's right to subsequently enforce this term or condition.

### **38. Changes**

Any changes to the Agreement (and any attachments) must be in writing, signed by the Parties.

The Agreement cancels and replaces any other possible previous agreement between the Parties.

### **39. Applicable law and competent court**

The Agreement is subject to Italian law. In the event of a dispute relating to the interpretation, execution and / or termination of the Agreement, the Court of Milan will have exclusive jurisdiction between the parties, with the exclusion of any other court, including competing ones. Previous versions of this document (Term and conditions) are superseded as of the date of publication of this document.

### **40. Communications**

All communications between the Parties relating to the Agreement must be drawn up in writing, in Italian and sent via certified e-mail or registered mail with return receipt to the destinations and / or e-mail addresses indicated below or to those resulting in the Offer and / or in the Order, without prejudice to any different methods of communication that may be envisaged.

Communications will be sent by the Customer to the Supplier:

- to the following e-mail addresses of the Supplier:  
amministrazione@esignworld.com
- to the PEC of the Supplier: [esignworld@legalmail.it](mailto:esignworld@legalmail.it):

- if appointed, to the Supplier's Order Contact Person, at the e-mail address agreed upon during the appointment;
- by registered letter with return receipt to be sent to the registered office of the Supplier Euronovate S.r.l., Via della Previdenza Sociale 13, Reggio Emilia.

With regard to communications relating to EURONOVATE Hardware and Software Products, in case of need, the Customer can contact EURONOVATE directly, whose contact details are as follows:

EURONOVATE SA

Via Penate 4 - 6850 Mendrisio (CH)

[info@euronovate.com](mailto:info@euronovate.com)

Tel. +41 91 9809516 - Fax +41 91 9809964

# ANNEX 1 - Warranty Conditions for EURONOVATE Hardware Products

## 1. Duration and extension of the Warranty

EURONOVATE guarantees for a period of twelve (12) months from delivery (the Warranty Period) that the Products of its own manufacture comply with the quality of the materials and construction in accordance with the technical specifications referred to in the Manual and the product data sheet.

In the event of defects and / or defects in the Products found by the Customer in the manner indicated in the following articles in the validity of the Warranty Period, the Supplier undertakes, at its sole discretion, to replace or repair the Defective Products at the Replacement Office. .

## 2. Warranty Exclusions

By way of example, but not limited to, the Warranty does not apply in relation to malfunctions due to:

Misuse of the signature tablet, i.e. misuse that leads to damage of the tablet or pen so that they are not usable from a technical or aesthetic point of view. When the tablet is damaged as a result of improper use, it is not covered by the warranty.

For the "signature tablet" Product, the following damages are considered due to improper use: 1) The glass is broken; 2) The glass is scratched; 3) The USB (primary and / or secondary) is broken; 4) The USB (primary and / or secondary) is folded; 5) The USB connection of the pad is broken (with damage to the case); 6) The USB connection of the pad is bent; 7) The USB connection of the pad is extracted from the signature pad; 8) The USB cable is cut; 9) The USB cable is torn in one or more places; 10) the tablet case is broken; 11) Any other damage that compromises the technical or aesthetic usability of the signature tablet.

Misuse of the digital pen, i.e. misuse that leads to damage of the signature tablet or pen so that it is no longer practically usable from a technical or aesthetic point of view.

When the pen is damaged as a result of misuse, it is not covered under warranty. For the pen the following are considered as improper use: 1) The pen clip is broken;

2) The pen case is broken; 3) The tip of the pen is cut downwards; 4) The pen cable is damaged (broken or cut); 5) Any other damage that compromises the technical or aesthetic usability of the signature tablet.

### **3 Hardware errors**

The warranty applies to Hardware errors with the following limits: Hardware error for the signature tablet and for the pen is an incorrect working condition in the components that make up the signature tablet or pen, as a result of which the equipment does not function according to its operational specifications. Only hardware failures not originating from improper use are covered by the warranty conditions established between EURONOVATE and the Customers who use the signature tablet.

Methods for detecting and verifying Hardware Errors. The "non-working condition" of the tablet or pen is established through an analysis on the tablet through the use of appropriate software tools and a technical guide called ENSign\_Tablets\_Support.pdf.

The EURONOVATE technical assistance service will use the aforementioned tools in order to investigate the Hardware Error. The SW tool can be installed together with the signature software in order to aid in the identification of the local problem.

### **4 Defective Product Management Procedure**

Redmine Ticketing Procedure. The procedure for managing Defective Products, as regards the detection and communication of malfunctions by the Customer, verification of the same, implementation of any corrective actions or replacement is carried out by the Euronovate Assistance Service through the "Redmine" Ticketing Procedure is defined as indicated in the following paragraphs. Euronovate will take care of creating the necessary user accounts on Redmine.

Each Customer (or User, if necessary) will be provided with a manual for managing the ticketing system.

For each Defective Product a ticket will be opened on the Redmine platform. The serial number of the Product deemed defective must be entered in the title of the ticket. In each ticket, information relating to the alleged defect must be entered, including images and videos. The Redmine manual explains how to enter the necessary information in the fields provided.

Remote verification of hardware errors. After checking the existence of hardware errors using the remote connection system, the Euronovate Assistance Service firstly corrects them using the 'remote access' tool at its disposal.

Shipping to the Euronovate Assistance Service of the Defective Products to be Checked. If the remote correction of Hardware Errors is not possible or does not have such effects as to restore the complete functionality of the Defective Product, the Euronovate Assistance Service, with a specific communication sent to the Customer (the "Communication of Authorization for the Shipment of the Defective Product ") Authorizes the Customer to send the Defective Product (the " Defective Product to be Checked ") to the Assistance Service laboratory for carrying out the appropriate laboratory tests.

The Customer, having received the Communication of Authorization for the Shipment of the Defective Product, will be able to arrange, at his own expense, for the shipment of the Defective Product to be checked at the indicated assistance service laboratory.

Any Defective Product to be Checked must be shipped with the pen. If the pen is missing, it will not be replaced free of charge.

The packaging by the sender must be suitable to prevent the item from being damaged during shipping.

Laboratory checks by the Euronovate Assistance Service. Once the Defective Product to be checked has been received, the Euronovate Assistance Service will check it within 15 working days of receipt of the same. As a result of the checks and interventions carried out on the Defective Product to be Checked, hereinafter the "Verified Product") the Euronovate Assistance Service updates the "Redmine" Ticketing Procedure as appropriate and:

- 1) Ships the Verified Product that works properly after repair
- 2) Ships the Verified Product for which improper use has been detected without replacement or repair under warranty;
- 3) It replaces the unrepairable Verified Product with a product of the same model and functionally equivalent (the "Replacement Product") and ships the Replacement Product to the address indicated by the Customer on "Redmine".

The cost of shipping (under CIF conditions) to the Customer of the Verified Product or of the Product in Replacement suitably packaged is borne by Euronovate.



## Annex 2 - Licence, Application Maintenance and Software update Service

### 1. Premises and Definitions

"Software" means the Software/s licensed for use by the CUSTOMER in accordance with the aforementioned General Conditions.

### 2.1 LICENSE SERVICE (BASIC licence) Adaptive and corrective maintenance service with the following contents:

1. Release of Software updates to the Customer following any changes to laws, regulations or administrative provisions that involve changes to the concept of ordinary administration; (Adaptive Maintenance)
2. Updating of third-party libraries necessary for the correct functioning of the supplier's software; (Adaptive Maintenance)
3. Supply to the Customer of any corrections of errors or malfunctions of the Software, when available; (Corrective Maintenance)

The LICENSE SERVICE is provided to the Customer limited to the latest standard version of the Software made available by the Supplier, without taking into account any changes or additions made by the Customer, also through EN.

LICENSE SERVICE includes minor release software updates. A "minor release" is identified by the second degree number (after the point) following the version number. For example:

in ENSOFT 2.3, "2" identifies the version or "Major release", comparable to a new product; "3" is the "minor release". Therefore the LICENSE SERVICE includes all the software updates marked as ENSOFT 2.x. Upgrade to ENSOFT 3.x is not included in the LICENSE SERVICE.

The LICENSE SERVICE is included in the Software license fee, and has only a level 1 service level (SLA) described in the "Problem Resolution Timeline" paragraph.

## **2.2 APPLICATION MAINTENANCE Service (ADVANCED licence)**

In addition to including what is described in the LICENSE SERVICE, referred to in point 2.1, it also includes maintenance and assistance relating to software upgrades including changes to the standard software requested by the customer and described in the project testing document. The software version is identified with a unique customer identification number.

With the APPLICATION MAINTENANCE Service the customer can purchase 3 levels of assistance (SLA) described in the paragraph "Problem resolution timing".

## **2.3 Exclusions**

The following are excluded from the LICENSE and APPLICATION MAINTENANCE , and listed separately:

1. the resolution of anomalies (NO BUG) not deriving directly from the Software but caused by events attributable to the application environment and not native but having an impact on the latter. By way of example, anomalies of this nature include software incompatibilities with new operating systems, software incompatibilities with new versions of management applications, loss of data caused by incorrectly designed operating procedures, integration errors with specific hardware, etc .;
2. support activities such as:
  - a) monitoring of the Software released in production;
  - b) consultancy and support to the CUSTOMER's IT Managers / Project Managers on the Software;
  - c) Software training.

## **2.4 Methods of supplying the LICENSE and APPLICATION MAINTENANCE Services**

The Customer acknowledges that in order to use the Service he will have to install all the updates and versions of the Software made available by Euronovate, as, otherwise, the Service could be, in whole or in part, unusable or ineffective. The service is available only for the latest version of the Software released by Euronovate.

Euronovate will transmit the updates of the program to the customer by making the downloads of the specific FIX available in a section of its website, or by means of automatic updates performed directly from the licensed software.

Unless otherwise agreed in writing between the parties, the installation of the Software delivered in implementation of the Service is at the expense of the Customer.

In the event that the latter requires, for this purpose, the assistance and collaboration on site of Euronovate, or third parties authorized by it, the Customer must pay the hourly rates in force at the time of the request for assistance.

EN can also make use of third parties with respect to its own company organization for maintenance and assistance.

## 2.5 Timing of problem solving

The assistance service and the timing of resolution of problems is governed by the following scheme (Service Level Agreement, SLA):

Service Level Agreement (SLA)**								
Level *	Urgent		High		Medium		Low	
	Take in charge	Resolution	Take in charge	Resolution	Take in charge	Resolution	Take in charge	Resolution
<b>1</b>	<b>Best effort</b>							
<b>2</b>	1	6	2	8	4	10	5	12
<b>3</b>	0,5	4	1,5	6	3,5	8	4,5	10
<b>4</b>	0,25	2	1	4	3	6	3,5	8

### TABLE LEGEND:

- **Take in charge** = maximum take in charge time
- **Resolution** = average resolution time
- All numbers in the table above are considered as **working** days.

There are four (4) support levels:

- **Level 1:** the issue is logged and the fix is included in the next maintenance release (next minor version).
- **Level 2:** analysis is initiated based on urgency starting on the next business day after ticket creation, with a resolution time between six (6) and twelve (12) business days.

- **Level 3:** analysis is initiated based on urgency within four (4) hours of ticket creation and must be completed within four and a half (4.5) days, with a resolution time between four (4) and ten (10) business days.
- **Level 4:** analysis is initiated based on urgency within two (2) hours of ticket creation and must be completed within three and a half (3.5) days, with a resolution time between two (2) and eight (8) business days.

The support level for SaaS products corresponds to Level 2 from the table above and should be considered a standalone level.

It is possible to request dedicated maintenance and assistance services such as:

1. professional dedicated to the client (with horizontal skills)
2. Virtual Tiger Team (group of dedicated people with vertical skills)
3. package of hours purchased in advance, which can be used for assistance or evolution. Requires minimum use per quarter. The hours not used in the quarter cannot be accumulated or used beyond the time frame defined in the contract.

(\*) The Service will be provided through the use of a Ticketing System (currently, the "Redmine" ticketing platform) during the Euronovate's normal working hours (9:00 - 13:00 - 14:00 - 18: 00 on working days and according to the holidays of the Italian calendar).

The SLAs indicated above refer to standard working hours Mon-Fri 09-18 (CET or CEST).

The access credentials to the Ticketing System are delivered to the Customer by Euronovate through a secure transmission method.

In the event of an incident, the Client shall:

1. Submit a support request via the Redmine platform, accessible at the following address: <https://support.euronovate.com/redmine/>.
2. Include in the request all relevant information, including but not limited to:
  - a. Suggested priority level;
  - b. Detailed incident description, including all information relating to the specific process that originated the anomaly
  - c. Identification of the affected environment;

- d. Any supporting logs, screenshots, videos and/or other information that could assist in locating and diagnosing the anomaly.

(\*\*) The service level agreement (SLA), calculated only for tickets related to the production environment, begins as soon as the technical support takes charge of the ticket and the status is changed to "IN PROGRESS". The duration of the assistance intervention is calculated on the basis of the time lapse between the "IN PROGRESS" status and the "SOLVED" status of each Ticket.

The verification and monitoring of the aforementioned SLA are carried out through the reporting provided by the Ticketing System, which may be made available to the Customer quarterly, for a fee and upon a specific written request sent to the Communication Addresses with the Communication Methods.

## 2.6 Extended Availability Service

It is possible to request an Extended Availability service to be quoted separately and extendable up to 24 hours.

During the time covered by the Extended Availability, a service corresponding to the first level of the table (2.5) will be provided. The service offered during standard working hours Mon-Fri 09-18 (CET or CEST) remains unchanged.

## 2.7 Software Warranty

With reference to the Software, Euronovate guarantees, for the duration of the license, in accordance with what is indicated in the Offer (or in the Order), that the Software will function as indicated in the relative documentation and that it does not contain any viruses, worms, trojan horses. or other malicious code programmed by Euronovate to allow unauthorized access to the User's systems (the "Software Warranty").

For the duration of the Software Warranty, Euronovate will correct or provide temporary solutions for the replicable malfunctions of the Software (applying the intervention method known on the market as "best effort").

By way of example, but not limited to, the Software Warranty does not apply in relation to malfunctions:

- that Euronovate will not be able to reproduce despite having taken all reasonable measures conceivable to achieve such reproduction;

- that are caused by incorrect or inappropriate use of the Software with respect to the terms of the Agreement;
- caused by changes to the Software made by parties other than Euronovate.

Euronovate guarantees only the compliance of the Software with the technical specifications provided in the documentation and provided for in any applicable legislation.

In any case, Euronovate does not guarantee that these technical specifications correspond to the needs and / or needs of the User.

The Software is designed, according to its characteristics and technical specifications, exclusively for the purposes specified in the instruction manual. Any other and different use by the User is not guaranteed by Euronovate.

Euronovate only guarantees that the Software is capable of performing the tasks indicated in its technical descriptions. Any checks on its functionality will be carried out exclusively through tests prepared by Euronovate.

Any complaints from the Customer and / or User regarding defects that could make the Software Warranty applicable must be formulated in writing and promptly received by the Supplier by means of a communication to be sent to the Communication Addresses with the Communication Methods, and, in any case, by expiry date of the guarantee, with specific indication of the items and detailed description of the reasons that caused the dispute, attaching the supporting documentation.

The proof of the dispute is charged to the User exclusively by showing the PEC delivery receipt sent promptly or the registered letter. In case of sending by e-mail, the date of receipt of the message by the Supplier will prevail.

The Supplier reserves the right to evaluate the nature of the detected defect. If the defect and / or defect derives from an intervention, a repair, an irregular use or was produced as a result of imprudence, inexperience, negligence in the use and / or maintenance by the Customer and / or User or his staff, the Supplier will not be bound by any obligation or form of guarantee.