

## 1 - SUBJECT OF THE CONTRACT

1.1 Computer Assistance Srl (hereinafter referred to as CA) undertakes to assist the equipment specified in the contract signed by the client, under the conditions defined in these general terms and conditions.

1.2 Any changes in location indicated in the contract must be notified in writing (also by email) by the Client to Computer Assistance.

## 2 - CONTRACT DURATION

The duration is defined in the contract itself in detail for each individual device. The contract is deemed tacitly renewed (if NO expiry date is indicated) for subsequent periods, with the same duration as the initial period, unless terminated by either party, by registered mail with return receipt requested sent to CA at least 90 days before the original or renewed expiration date. For contracts aligned with a start date of January 1st and end date of December 31st, termination must occur by September 30th.

## 3 - MAINTENANCE FEES

The maintenance fee amount is as indicated in the contract and will be valid for the duration of the original period; CA may update the aforementioned fee amount for subsequent periods with communication to the Client 60 days prior to the change. The fee amount does not include taxes, duties, or any other charges, which are the responsibility of the client.

## 4 - TECHNICAL SUPPORT SERVICE MODE

4.1 CA will provide the Technical Assistance service subject to this contract in accordance with the SLA (Service Level Agreement) indicated in the contract. A description of the Service levels is available on the company website on the Maintenance Contracts page.

4.2 CA will provide the Client, upon the latter's request, with assistance service to maintain the equipment in operating condition by intervening at the client's premises (as indicated in the contract) and performing the following actions:

- Elimination of issues leading to the intervention request
- Check and restoration of normal operating conditions
- Supply and application of spare parts or replacement with equipment of similar performance; the replaced parts or equipment will become CA's property. In case of wasted calls, CA will invoice the standard call fee. CA reserves the right to entrust, in whole or in part, the assistance to authorized specialized companies designated by CA, while retaining responsibility for the quality of the service provided.

4.3 The following services are excluded from the service, unless otherwise indicated:

- Supply of operational accessories and materials defined as "consumable" by the Manufacturer such as print heads (impact, inkjet), hammer units, toner and maintenance kits for laser printers, batteries and accumulators, Flash or SSD disks with a limited number of usage cycles and the consequent labour.
- Repair of faults caused by causes other than normal wear and tear of Hardware products, or their use in ways not consistent with normal diligence.
- Interventions for activities on installed software such as:
  - Analysis of SW problems, their reproduction, and escalation to the supplier;
  - Supply and installation of patches, drivers, and feature updates and releases;
  - Customization and configuration of both system and application software;
  - Firmware and microcode updates for machines and components are the exclusive property and competence of the manufacturer;
- All system-related activities necessary to restore the operation of the device or connected systems. In particular, in the case of replacement of some parts, problems with disk configurations may occur and volumes, LUNs, datastores, etc., and therefore the contained data, may be lost. Data recovery (in an extensive sense) is **not** included in this contract.
- Data backup, restore, and reinstallation of the operating system.

In particular, abnormal causes of failure or abnormal ways of use should be considered:

-Incorrect or negligent use of accessories and equipment (accidental deletions of magnetic media, etc.); failures due to the use of accessories not certified by the Manufacturer of the equipment;

-Interventions necessary for updating or modifying products due to manufacturing defects; faults and malfunctions caused by natural disasters such as lightning, collapses, floods, etc.; faults and malfunctions caused by non-compliant power supply systems.

In the event that one of the above conditions arises, it will be Computer Assistance's responsibility to immediately notify the Client and suspend the intervention awaiting instructions from the latter. In any case, the intervention carried out will be compensated by the Client to Computer Assistance according to the current tariff.

## 5 - AFTER-HOURS SUPPORT

Upon the Client's request, CA may provide its services at times other than those stipulated in the contract. The prices applied will be those of the current CA price list.

## 6 - SERVICES WITH ADDITIONAL CHARGE:

The services listed below are not included in this contract, and, if requested, CA reserves the right to provide them to the Client with charges for labor and parts according to the current price list.

- Repair of faults due to non-compliance with the manufacturer's standards regarding environment, power supply, conditioning, and humidity.
- Repair of faults caused to equipment by a use other than that for which they were built.
- Repair of faults caused by the use of accessories not meeting the manufacturer's specifications.
- Repair of faults caused by accidental causes, transport damage, natural disasters: lightning, fires, floods, wind, water, etc., negligence, or misuse, acts of vandalism, tampering, to name a few examples.
- Activities such as reconfiguration, reloading of basic software, and others not directly related to technical faults - theft attempts, etc.
- Addition and removal of upgrading devices.
- System and network optimization.
- Integration of different platforms.
- Disaster recovery, data reloading.
- Training and education.
- Cabling (twinax, coaxial, network).
- Installations, uninstallations, and transfers.
- Repairs of faults caused by repairs not authorized by CA.
- Work on the power supply network of the equipment.

## 7 - CLIENT RESPONSIBILITY

7.1 For equipment under maintenance with CA, the Client must ensure:

- Free access to the machines covered by the service and their operating space.
- Use of consumable materials and accessories according to manufacturer specifications.
- Compliance with manufacturer-specified installation terms.
- Establishment of appropriate procedures for data security and confidentiality.
- Procedures for data backup and protection.
- The inserted machines must be in perfect working order; CA reserves the right to apply a deductible of 30 days from the insertion, during which any replaced parts will be invoiced to the client.

7.2 In the case of special machines, an appropriate standard of behavior and responsibility will be issued.

## 8 - BILLING AND PAYMENT TERMS

8.1 Billing conditions (frequency and payment) are as stated in the contract.

8.2 Payment of the invoice must be made within the contractual terms and cannot be suspended for any reason; in case of late payment, CA may request interest at the prevailing rate.

8.3 The Client's right to receive the assistance service matures only upon payment in advance of the fee

8.4 In case of non-payment of the fee at the due date, CA may terminate the contract without notice, communicating the decision to the Client even solely via email.

#### 9 - LIMITATION OF LIABILITY

9.1 The Client shall hold CA harmless from any consequential damages for any damages indirectly related to the execution of the contract if:

-The Client fails to perform even one of the services indicated in the preceding point 7.

-CA is unable, due to force majeure, to perform the assistance service.

9.2 In the event of proven CA liability for damages to persons or property, CA may be liable up to the extent of the amount paid by the Client as fees for the last 6 months, excluding any further liability.

#### 10 - TERMINATING CLAUSE

CA may consider the contract terminated by law, under Article 1456 of the Civil Code, if the Client fails to fulfill even one of the obligations under points 7, 8, and

11.1. In this case, CA shall still be entitled to payment of the fees due until the natural expiration of the contract, plus damages.

#### 11 - GENERAL RULES

11.1 The Client warrants ownership of the equipment subject to the contract or authorization from the owner to enter into a technical support contract.

11.2 In case of transfer/sale of the equipment subject to the assistance service, the Client undertakes to notify CA of the contract termination limited to the equipment subject to the transfer/sale by registered letter with return receipt requested, attaching documentation proving the transfer/sale. The Client shall be liable to pay the fee for 90 days following CA's receipt of the termination notice

11.3 CA shall have the right to suspend in whole or in part the provision of the Technical Assistance service if the Client fails to perform obligations under separate contracts concluded with CA.

11.4 By signing the contract, the Client authorizes CA to use the Client's name as a verifiable reference.

11.5 The contract cancels and replaces any previous assistance contract concerning the equipment listed therein. If the parties agree on customized service and/or performance forms, any modifications and/or integrations to the contract shall be valid only if approved in writing and accepted by both CA and the Client.

11.6 Payment of the fee shall be due regardless of any service requests from the Client.

#### 12 – JURISDICTION

For any dispute, the Court of Bologna shall have exclusive jurisdiction.

THE CLIENT

DATE

STAMP AND SIGNATURE

The parties, and particularly the Client, declare to have fully read and understood all the clauses above and to specifically approve in writing, pursuant to Articles 1341 and 1342 of the Civil Code, the following: 2; 3; 5; 6; 7; 8; 9; 10; 11; and 12

THE CLIENT

STAMP AND SIGNATURE