

# NAMIRIAL DOCUMENT MANAGEMENT SERVICE

## GENERAL CONDITIONS

### 1. Definitions

1.1 For the purposes of this contract and without prejudice to any definitions specified elsewhere and not expressly mentioned herein, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, in both their singular and plural forms:

**"Data Protection Agreement"**: is the agreement appointing an external data processor prepared by Namirial

**"Client"**: is the natural or legal person who requests supply of the Service on its own behalf and/or on behalf of third parties and provides for payment of the relevant amounts, specified in the invoice.

**"DAC"**: the Digital Administration Code referred to in Italian Legislative Decree no. 82 of 7 March 2005 and subsequent amendments and supplements.

**"Reseller"**: if any, is the party that, appointed by the Distributor, purchases the Service for its Clients; Resellers wishing to use the Service themselves are required to submit a dedicated Application Form as a Client, and are bound by the content of these General Conditions.

**"General Conditions"**: are these general contract conditions (Mod.NAM DOC01), containing the general regulations governing the Service. These General Conditions are made up of three additional sections that apply to the different types of Service and that include further specific conditions relating to the individual Service. Should the Client request the activation of further services, these General Conditions may be supplemented with additional sections specific to the further services.

**"Digital Curator"**: is Namirial, AgID-approved Qualified Long Term Archiving Service Provider, who – based on the Contract – is appointed to perform the **Long Term Archiving ("LTA")**, according to the provisions of the Digital Curator Manual. The Digital Curator may provide the Service in its capacity as Preservation Delegate.

**"Long Term Archiving Service ("LTA Service")"**: is the service of storing the Electronic Documents, consisting of the set of activities aimed at defining and implementing the overall policies of the **Long Term Archiving System ("LTA System")** and overseeing its management in relation to the organisational model adopted. The objective of LTA is the long-term preservation of the documents expressly indicated by the Client in the Service Data Sheet and/or in the Application Form, for the purposes of guaranteeing the integrity, authenticity and legibility of those documents, and ensuring that they remain legally valid for the entire preservation period set out in the contract.

**"Contract"**: is the contract to supply the Service, consisting of the present General Conditions, Application Form, the Service Data Sheet, the Digital Curator Manual and all other annexes and/or documents that, considered as an inseparable whole, form integral and substantive parts thereof.

**"Distribution Contract"**: is the document proposed by Namirial to the Distributor, containing the obligations and methods of distributing the Service.

**"Authentication Credentials"**: is/are the code(s) for identifying the Client, known only to the latter, or to the User designated by him/her to access the Service, in particular the Web Platform. The Client remains fully and exclusively responsible for the actions of the User, identified by the former.

**"Preservation Delegate"**: is the party with specific skills and experience, to whom the Preservation Manager delegates all or part of its activities. The delegation must be set out formally, with clear specification of the content thereof.

**"Distributor"**: is the subject appointed by Namirial to distribute the Service to its Clients, including via the Reseller, or Namirial itself in the case of direct supply of the Service.

**"Electronic Document"**: is the digital document that contains the electronic representation of legally significant deeds, facts or data.

**"Price List"**: if any, is the document that describes the economic conditions and the payment methods for supply of the Service.

**"Digital Curator Manual"**: is the analytical document, relating to the LTA System, prepared by the Digital Curator, which details the specific procedures relating to the Service, as well as the general policies relating to the LTA System.

**"Preservation Manual"**: is the digital document, prepared by the Preservation Manager of the Holder of the document subject to LTA, which details the specific procedures relating to the Service. It can also indicate the activities of the LTA process entrusted to the Digital Curator in accordance with the contents of the Digital Curator Manual and refer to it for the relevant parts.

**"Namirial"**: Namirial S.p.A., with registered offices in via Caduti sul Lavoro n. 4, 60019 - Senigallia (AN), is the Service provider.

**"Commercial Offer"**: is the economic document drawn up by Namirial and containing the economic conditions of the Service. This document is intended for use by the Distributor and/or the Reseller; it can also be intended for use by

the Client as an alternative to the Price List.

**"Web Platform"**: is the web area that may be reserved for Clients and made available using IT and online tools as well as cloud computing technologies that, if applicable, may be hosted within the IT systems made available by Namirial or by the Distributor.

**"EU Reg. 2016/679"**: is the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 concerning the protection of natural persons with regard to the processing of personal data, as well as the free circulation of that data, and that repeals directive 95/46/EC (general regulation on data protection).

**"Technical regulations"**: are the technical regulations referred to in art. 71 of the DAC.

**"Preservation Manager"**: is the party, identified by the Holder of the document subject to LTA, which is responsible for supplying the Service that manages and implements the overall policies of the LTA System, guaranteeing compliance with the requirements provided for by current regulations on digital LTA systems.

**"Data Processor"**: is the external subject appointed by the data controller for the processing of personal data related to the LTA Service, in accordance with the provisions of EU Reg. 2016/679.

**"Reseller Authorisation Request"**: if any, is the document proposed by Namirial or the Distributor to the Reseller, containing certain essential elements of the Contract.

**"Application Form"**: if any, is the document proposed by Namirial, the Distributor or the Reseller to the Client that, together with the Service Data Sheet, contains certain specific information relating to the Contract.

**"Service Data Sheet"**: is the document containing the technical specifications and certain "Specific points of the contract", in particular the essential Service requirements, the relevant technical, functional and procedural specifications, and the timescales for the LTA process. Subsequently, all changes to the Service at the request of the Client shall require the Service Data Sheet to be updated.

**"Service"**: is each LTA Service, Electronic Invoicing and Order Management service, together or separately considered, or additional services indicated in the Application Form.

**"LTA System"**: is the infrastructure that supplies the Service, organised and managed in accordance with the provisions of art. 44 of the DAC and Technical Regulations.

**"User"**: natural person, organisation or system that interacts with the LTA System authorised by the Client to access the Service, using the Web Platform, to search for and access the relevant information. That party, indicated in the Application Form of the Service Data Sheet, can be selected by the Client from within its organisation or outside of it and, in the latter case, the role may be served by the Reseller, or the Distributor, or a party that it appoints.

### 2. Entering into the Contract

2.1 The Contract is considered to have been entered into when the Client has signed the Contract and all relevant annexes.

2.2 Signing of the Contract by the Client involves acceptance of these General Conditions, which shall be fully binding upon the latter.

2.3 In particular, for the purposes of proper activation of the LTA Service component, the Client is required to accept the content of the Service Data Sheet in the forms provided for by Namirial and to appoint the Digital Curator, by way of the Preservation Manager, as Preservation Delegate. To that end, the Client, acknowledging that substitution of the Preservation Manager shall result in changes to the configuration of the LTA Service, undertakes to promptly (and in any case within 30 [thirty] days) notify Namirial and/or the Distributor and/or the Reseller of any changes that occur in relation to the role of Preservation Manager; failure to do so shall result in the Client being exclusively responsible for any errors that arise with the LTA process.

2.4 The Client acknowledges and accepts that if it fails to comply with the provisions of this article, for the purposes of entering into the Contract and properly activating the Service, Namirial shall not be obliged to provide the Service or, in particular, to refund the Client any amounts paid by the latter, for any reason, for provision of the Service, including in the event of subsequent termination of the contract.

### 3. Object of the Contract

3.1 With the signing of the Contract, and for the entire duration period specified in art. 5 below, Namirial guarantees provision of the Service, as detailed and specified in the contractual documentation and Service Data Sheet (when using the LTA Service even as a component only), to the Client, or to parties specifically indicated in the Service Data Sheet or in the Application

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Form.

3.2 The Service is provided in compliance with the provisions of current regulations concerning:

- LTA System,
- Electronic Invoicing and/or
- Order management.

3.3 The Client has the right to ask Namirial, including via the Distributor or Reseller, to extend to other Services and/or to extend the LTA Service to different types of documents in addition to those originally specified in the Service Data Sheet or to provide additional and/or ancillary services (hereinafter, in all cases, referred to as "New Services"). In such cases, it is hereby understood that the New Services shall be subject to the same provisions included in this Contract if they are ancillary or instrumental to the Service, and that the relevant economic conditions and additional specific terms and conditions relating to the different type of documents and/or services requested by the Client shall be negotiated in good faith.

#### 4. General Conditions for the supply of the Services

4.1 The Client acknowledges and accepts that the Services are provided via the Web Platform.

4.2 Namirial, or the Distributor, shall arrange to update the Web Platform periodically and may, at any time, temporarily suspend functioning of the Service to perform technical maintenance activities that may become necessary, following specific written notice in that regard using the methods referred to in art. 10 below.

4.3 Access to the Services is guaranteed via the use of Authentication Credentials that the Client, or the User, is required to keep with the necessary confidentiality and the utmost diligence, undertaking, among other things, not to give them to others and/or not to let third parties use them; in the event of loss and/or theft of the credentials, the Client, or the User, must promptly notify Namirial, or the Distributor, of the situation, in order to quickly activate the blocking procedure and issue new Authentication Credentials.

4.4 For any problems, or simply to request support in relation to the management of those activities, Namirial and/or the Distributor and/or the Reseller shall provide the Client, or the User appointed by the latter, with a specific communication channel (Helpdesk), available during normal working days and hours.

4.5 The Client acknowledges and accepts that during all support operations, be they remote or direct, Helpdesk operators may gain access to any of the Client's personal data that is evident when connecting to the latter party's IT devices.

#### 5. Duration and withdrawal

5.1 Unless otherwise provided for, the Contract shall enter into force on the date that the Client signs the Contract and shall be valid until 31 December of the second year after signing (e.g. if signed in 2020, it shall expire on 31/12/2022). Upon expiry, the Contract shall be understood to be renewed every two years, except in the event of withdrawal, to be exercised at least 60 (sixty) days prior to the expiry date by sending notice to the addresses specified in art. 10 below.

5.2 In accordance with art. 1373 of the Italian Civil Code, Namirial, or the Distributor or Reseller if authorised by Namirial, may withdraw from the Contract without being required to pay the Client any compensation, refund or indemnity of any kind, by providing 60 (sixty) days written notice, sent using the methods specified in art. 10 below.

5.3 If the Client is a Public Administration Body, tacit renewal shall not apply. Public Administration Bodies that wish to renew the Contract must provide notice of their intention to Namirial via Certified Email at least 60 days before the natural deadline for this Contract.

5.4 With a special attention to the LTA Service, the Client acknowledges and accepts that in the event of suspension of the Service, for whatever reason (e.g. termination or withdrawal), it is obliged, unless otherwise specifically agreed, to download independently the Dissemination Information Packages within 60 (sixty) days of termination of the relationship.

5.5 Upon natural expiration of the LTA obligation (mandatory preservation period), prior notification to be sent in the manner set forth in art. 10 below within at least 60 (sixty) days from the effective date of termination, the Client shall have the right to request the extension of the preservation period or the activation of the disposal procedure in accordance with the provisions of the Contract.

5.6 The Client acknowledges and accepts that, if it fails to carry out any of the procedures indicated in Articles 5.4 and 5.5 above, the Contract shall be deemed to be totally terminated with the consequent impossibility of accessing the Service.

5.7 Upon termination of the Contract, the Digital Curator shall permanently delete the Client's data in the Digital LTA System, with the exception of data strictly necessary for administrative, tax and accounting purposes, which shall be stored for the period required by the regulations in force at the time.

#### 6. Fees due to Namirial

6.1 In exchange for supply of the Service, the Client shall pay Namirial or, alternatively, the Distributor or the Reseller, the fees set out in detail in the Application Form and/or the Price List, according to the methods and terms set out therein. All prices specified in the Application Form and/or in the Price List must be understood to exclude VAT at the legal rate.

6.2 Unless otherwise specified in the Application Form and/or in the Price List, all payments provided for in the Contract shall be understood to be subject to a payment term of 30 (thirty) days from invoice date. In the event of late

payment, with no need for any prior formal notice of default and without prejudice to any other, different rights, late payment interest will accrue in favour of Namirial, the Distributor or the Reseller on all amounts not paid promptly, calculated based on the amount and as per the conditions set out in Italian Legislative Decree no. 231 of 9/10/2002.

6.3 Namirial reserves the right to make changes to the type of services offered or the price thereof at any time. Such variations shall come into effect in relation to the Client and/or the Reseller and/or the Distributor on the first day of the month following that in which the latter receives an electronic communication from Namirial in the form referred to in art. 10 below.

#### 7. Third-party services

7.1 If it is possible to purchase third-party services through the use of the Web Platform, such services shall be subject to the contractual terms and conditions drawn up for this purpose by the service provider. Namirial shall not be liable in any way for the provision of such services.

#### 8. Limits of liability for Namirial

8.1 The Service is supplied within the limits set out in the Contract; Namirial therefore accepts no responsibility and provides no additional guarantees beyond those expressly stated herein, and, in all other cases, accepts no liability for loss or damage of any kind and in any way suffered by the Client and/or third parties, without prejudice to binding legal limits.

8.2 Namirial shall not be responsible toward the Client in the event of delays in performing the Service due to force majeure (including strikes, pandemics, wars, even if limited to the company, and other causes attributable to third parties). In particular, Namirial shall not be responsible in any way for delays, errors, or breaches attributable to third parties, or for problems that may occur during the supply of the Service that are not identified during its technical control phase, such as, by way of mere, non-exhaustive example, malfunctions in the management of the telephone and/or internet networks.

8.3 All contractual and non-contractual liability for direct or indirect damage suffered by the Client or third parties as a result of proper performance of the Service is excluded.

8.4 In particular, Namirial accepts no responsibility in relation to the Client in the event of:

- failure to activate the Service due to failure to update the Client's IT systems and applications, as well as failure to prepare and/or update the Preservation Manual;
- failure by the Client to comply with the specifications and requirements agreed upon in the Application Form as well as, and, in the case of purchase of the LTA Service, in the Service Data Sheet;
- incorrect sending, delivery or transmission by the Client – or failure or delay in doing so – of the Electronic Documents and/or data in accordance with the forms, contents and terms agreed upon in the contract, required to properly perform the services referred to in this Contract;
- failure to provide the data required to properly profile Users for access to the Services as well as to enable the documents subject to LTA to be searched, consulted and presented, or provision of incorrect data;
- incorrect contents of the Electronic Invoices and/or Orders (as defined below in Sections II and III respectively), or of data and information contained therein, which will be determined solely and exclusively by the Client, or the User, and shall be released from all liability relating to any third party claims in relation to the Client (e.g. by the Financial Administrative Body);
- incorrect instructions provided by the Preservation Manager.

8.5 For the purposes of proper provision of the Service, the existence of material errors in terms of compliance and/or completeness and/or updating the information contained in the Application Form or in the Service Data Sheet must be promptly reported to Namirial and/or the Distributor and/or the Reseller by the Client, or the User, according to the methods indicated therein. Otherwise, Namirial shall not be in any way responsible in that regard.

8.6 Namirial shall not be responsible in any way for the content, data and information contained in the Electronic Documents, which will be determined solely and exclusively by the Holder of the document subject to LTA, or the Client, and shall be released from all liability relating to any third party claims in relation to the Client (e.g. by the Financial Administrative Body).

8.7 In the event of migration of documents previously stored by another digital curator, Namirial shall not be held responsible for any anomalies that occurred during submission of the documents to the previous LTA system. In any case, Namirial undertakes to notify the Client, including via the Distributor and/or the Reseller, of any anomalies arising from the previous LTA process.

8.8 It is, however, hereby understood that the maximum liability that Namirial may incur as a result of any claims for compensation brought by the Client and/or third parties in relation to the Supply of the Service, for loss or damage of any kind, on a contractual or non-contractual basis, shall be limited to the actual damage and, in any case, may not exceed the amount paid by the Client in the year preceding the occurrence of the breach, with the exception of cases in which the Client proves wilful misconduct or gross negligence by Namirial.

8.9 Where present and if circumstances permit, the clauses contained in this article shall also apply in favour of the Distributor (other than Namirial) and the Reseller.

#### 9. Confidentiality obligation

9.1 All information communicated among the parties, or that each party gains access to during the performance of the Service, is strictly confidential and must only be used for the purposes and to comply with the obligations and perform the tasks provided for in this agreement.

9.2 Each party shall implement physical, logical and organisational measures



equivalent to those taken to protect its own confidential information, in order to prevent the dissemination and protect the security of information from unauthorised or prohibited access.

9.3 The obligations referred to in this article must be understood to be binding upon the parties even after the Contract is no longer in effect, for whatever reason, for a period of no less than 5 (five) years after termination of the relationship.

## 10. Communications

10.1 All communications among the Parties, in relation to the Contract, shall be considered valid if sent to the other party via registered post with notification of receipt, or via Certified E-mail, to the respective addresses specified in the Contract.

10.2 All notices, communications, letters, registered letters and, in general, all correspondence sent via the postal service by the Client to Namirial must be sent to the following address: Namirial S.p.A., Via Caduti sul lavoro 4, 60019 – Senigallia (AN), or to another address provided to the Client with at least 30 (thirty) days notice.

10.3 All electronic correspondence sent by the Client to Namirial must be sent to the following Certified Email Address: Ita.namirial@sicurezza postale.it, or to another Certified Email Address provided to the Client with at least 30 (thirty) days' notice.

10.4 Notices of cancellation referred to in the previous article 5.1 must be sent by the Client to Namirial by Certified Email Address to [disdette.lta.namirial@sicurezza postale.it](mailto:disdette.lta.namirial@sicurezza postale.it). The Client shall have the right to send notice of termination, if any, to the Distributor and/or the Reseller as indicated in the following paragraph; the latter shall in turn undertake to pass on the request for termination to Namirial.

10.5 All correspondence sent by the Client to the Distributor and/or the Reseller shall be sent to the addresses indicated in the Application Form and/or communicated to the Client by the Distributor and/or the Reseller.

## 11. Express termination clause

11.1 Any breach, including partial but significant breaches, of the obligations undertaken by the Client by signing the Contract shall give Namirial, or the Distributor or the Reseller, with a written notice to comply within 15 (fifteen) days of receipt thereof, the right to terminate the Contract, in accordance with art. 1454 of the Italian Civil Code, after said term has expired in vain, except and without prejudice to the right to compensation for any loss or damage suffered.

11.2 Failure by the Client to comply with the obligations contained in articles 4 (General Conditions for the supply of the Services); 6 (Fees due to Namirial), 9 (Confidentiality obligation) and 14 (General provisions) of these General Conditions shall give Namirial, or the Distributor or the Reseller, the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damage suffered.

11.3 Failure by Namirial to comply with the obligations contained in articles 3 (Object of the Contract); 9 (Confidentiality obligation) and 12 (Personal data processing and appointment of data processor) of these General Conditions shall give the Client the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damage suffered.

11.4 In the event of non-payment, or delayed payment, of the fees owed by the Client to Namirial, or alternatively to the Distributor or the Reseller, Namirial, also at the request of the Distributor or Reseller, reserves the right to suspend the Service (e.g. not to accept any further documents for LTA) for a maximum of 30 (thirty) days, following written notice and, if the breach continues, to provide for termination at the end of the aforementioned period; it is hereby expressly understood that the Client shall not, in any case, be entitled to any refund, reimbursement or compensation of any kind from the Digital Curator, the Distributor and/or the Reseller.

## 12. Personal data processing and appointment of data processor

12.1 In compliance with EU Reg. 2016/679, Namirial undertakes to process personal data in accordance with the aforementioned regulation for administrative and management purposes and to ensure proper performance of the services referred to in this Contract. The data shall mainly be processed using electronic and IT tools and stored in both IT and hard copy formats, as well as using any other suitable format, in compliance with the security measures adopted in accordance with that regulation.

## 13. Court of jurisdiction and applicable law

13.1 Any dispute that may arise between the Parties in respect of the interpretation of the Contract as subsequently amended and supplemented shall be submitted to the exclusive jurisdiction of the Court of Ancona, to the express exclusion of all other Courts.

13.2 The Contract must be governed, interpreted and applied in accordance with Italian law. For all matters not expressly regulated by this Contract, express reference shall be made to the general rules set out in the Italian Civil Code, as well as applicable regulations on the subject.

## 14. General provisions

14.1 The Client waives its right to raise objections without having first fulfilled its obligations.

14.2 The Client authorises Namirial to mention its company name and/or trademark exclusively for the purposes of providing third parties with a list of

the names of its customers.

14.3 The Client declares that it is aware and accepts the fact that Namirial may amend these General Conditions, and other documentation that forms part of the Contract, at any time. The Client shall be notified of such amendments by email or certified email, or by way of a notice published on the Web Platform, and the changes shall come into effect 30 (thirty) days after such notice or publication. If the Client does not intend to accept such amendments, it shall have the right to withdraw from the Contract before the date on which they come into effect, by providing written notice to Namirial, or the Distributor or the Reseller, using the methods specified in art. 10 above.

14.4 The Client acknowledges and accepts that this Contract and the rights and obligations provided for therein cannot be transferred to third parties. The Client expressly authorises Namirial to assign the Contract to other companies controlled by or associated with it, companies in which it holds shares or its parent companies or to another party acting as Distributor or Reseller. Likewise, the Client authorises the Distributor or the Reseller to assign the Contract with the Client directly to Namirial.

14.5 The Client acknowledges and accepts that in the event of termination for any reason of this Contract the provisions contained in the following articles shall continue to be applicable and binding between the Parties: 8 Limits of liability for Namirial; 9 Confidentiality obligation; 10 Communications; 13 Court of jurisdiction and applicable law; 14 General provisions; as well as the clauses contained in articles: 18.2 and 18.3 Client's obligations in relation to LTA; 20.2 Activities and responsibility of the Manager User; 22.2 and 22.3 Client's obligations in relation to Archiving referred to in section I; articles 29.2, 29.3 and 29.4 Specific Conditions for the supply of the Receivable Cycle Service component; 30.2, 30.3 and 30.4 Specific Conditions for the supply of the Payable Cycle Service component and 31.1 Effects of Termination of the Electronic Invoicing Service referred to in section II; in article 35.2, 35.3, 35.4 and 35.5 Specific conditions for the provision of the Order Management Service referred to in section III.

14.6 Organisational Model pursuant to Italian Legislative Decree 231/2001

By signing this Contract, the Client declares that it is aware that Namirial has adopted, pursuant to and for the purposes of Italian Legislative Decree 231/2001, a Model of Organisation, Management and Control and a Code of Ethics aimed at preventing the commission of the offences envisaged by the aforementioned decree. To this end, the Client declares that it carries out the activity covered by this Contract in accordance with the requirements of the documents referred to in the previous paragraph, published at [www.namirial.com/it/governance](http://www.namirial.com/it/governance), as well as the aforementioned decree. The aforementioned Organisational Model also includes a specific protocol for the prevention of practices in violation of anti-corruption principles.

Any and all breaches of the aforementioned specifications by employees or collaborators of the Client shall lead to the immediate termination of this Contract, without prejudice to Namirial's right to claim compensation for any damages.

## 15. Termination of the activity of the Digital Curator

15.1 In case of termination of the Digital Curator's activity by Namirial, the latter shall formally inform the Client with a notice sent by certified email, withdrawing at the same time from the Contract with the latter pursuant to and for the purposes of Article 1373 of the Italian Civil Code. The aforesaid withdrawal shall apply with respect to the LTA Contract or, in the case of an Electronic Invoicing or Order Management Contract, to the LTA component of those services only.

15.2 The Client, from the date of receipt of the aforesaid notice, shall therefore be bound to observe the obligation set forth in art. 5.4 above.

## Section I – Specific conditions for the LTA Service

### 16. Definitions relating to the LTA Service

16.1 In this section, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, in both their singular and plural forms:

“**Archiving**”: is the optional service (to be activated in addition to the basic LTA Service) involving processing and managing currently used documents in the medium- to long-term, allowing for their classification (indexing) for research and consultation purposes.

“**Automatic signature**”: is the optional service (organised and managed by Namirial, to be activated in addition to the basic LTA Service) of qualified electronic signature enabling the Electronic Documents to be signed using an automatic process, following authorisation by the signing party who retains exclusive control of its signing keys, aimed at ensuring the authenticity of the origin of the same.

“**Archival Information Package**”: is the information package consisting of the transformation of one or more Submission Information Packages in accordance with the specifications contained in the Technical Regulations and in the manner set out in the Digital Curator Manual.

“**Dissemination Information Package**”: is the information package sent by the LTA System to the User in response to its request.

“**Submission Information Package**”: is the information package generated by the Producer of the Submission Information Packages, using a predefined and agreed format described in the Service Data Sheet and containing the metadata and documents to be compiled and stored in accordance with the law.



**“Producer of the Submission Information Package” or “Technical Manager”**: is responsible for generating the Submission Information Package and sending it to the Digital Curator; the Holder of the document subject to LTA can sometimes delegate this responsibility to a third party. In case of Public Administration bodies, the role of Producer of the Submission Information Packages is formally served by the Document Manager.

**“Submission Report”**: is the electronic document confirming that the Submission Information Packages, or the documents contained therein, have been successfully received by the LTA System.

**“LTA Service”**: is the service organised by Namirial, for the purposes of LTA and/or Archiving and/or Automatic Signing of Electronic Documents, based on information contained in the Service Data Sheet and/or the Application Form.

**“Archiving System”**: is the set of technologies that enables data to be saved, archived and/or processed using hardware and software resources distributed and virtualised across the network.

**“Holder of the document subject to LTA” or “Producer”**: is the party who originally created the Electronic Document for its own use, or commissioned another party to do so, or obtained it while performing its activities or has access to it.

**“Manager User”**: is the natural person, internal to or associated with the Client by way of a collaboration relationship, who has administrator privileges for the LTA System and the Archiving System to configure and manage LTA and Archiving for the Holder of the document subject to LTA, limited to the activities specified in the Service Data Sheet.

## 17. Conditions for the supply of the LTA Service

17.1 Namirial undertakes to supply the Service in compliance with all technical and safety regulations concerning Electronic Document LTA systems, according to the methods and terms contained in the Digital Curator Manual.

17.2 Namirial guarantees the Client that it will comply with its contractual obligations with the specific professional diligence required by the nature of the service in question, and will supply the Service using personnel with adequate technical and professional training and experience.

17.3 LTA Service involves performance of the following activities:

- Client support during the LTA service start-up phase;
- configuration of the LTA Service, based on the specifications contained in the Service Data Sheet;
- making the transmission channel interface available for Submission Information Packages to be deposited, guaranteeing that the required security measures are taken during the transfer;
- receiving Submission Information Packages, provided that they conform to the requirements set out in the Digital Curator Manual;
- verification of the consistency of Submission Information Packages received and generation of Submission Reports, as electronic evidence of successful receipt of the same;
- constant maintenance and updating of the LTA System;
- online publication of the Electronic Documents stored to enable the User to access, search, consult and present them.

## 18. Client's obligations in relation to LTA Service

18.1 To ensure proper activation and provision of the LTA Service, the Client is required to perform the following activities:

1. during the preliminary analysis phase, collaborate with Namirial, the Distributor and/or the Reseller, providing all of the information and data required to properly set up and manage the Service;
2. prepare the Preservation Manual and handle the relevant periodic updates following significant regulatory, organisational, procedural or technological changes;
3. notify the Holder of the document subject to LTA, if different from the Client, of the Contract conditions;
4. retain exclusive responsibility for proper preparation of the content of the Electronic Documents being stored, guaranteeing compliance with current regulations on the matter (including, for example, the regulations of the Italian Civil Code and other tax and civil law regulations concerning proper bookkeeping) and the legal value thereof;
5. guarantee and take responsibility for the correctness, completeness, truthfulness, chronological order and uninterrupted nature of all data, information and documents provided for the supply of the LTA Service;
6. guarantee and take exclusive responsibility in civil law, criminal and administrative contexts in relation to the content and legal ownership of the documents subject to LTA, undertaking to indemnify Namirial and any delegates and hold them harmless against any damage, liability, loss, reimbursement, costs (e.g. administrative sanctions, costs or expenses of any kind, including legal) or third party claims;
7. prepare the Electronic Documents in a static electronic format that is not modifiable, and that, by way of non-exhaustive example, does not contain macro-instructions that correspond to internal commands that, if certain events occur, may automatically generate modifications or changes to the data contained in the Electronic Document, or executable codes that correspond to instructions, which are not always visible to the User, allowing the processor to modify the content of the Electronic Document being Stored. The format of the aforementioned documents must comply with the format specifications contained in the Technical Regulations;
8. in the case of documents signed using a qualified electronic signature, submit such documents prior to the expiry, r or suspension of the signing certificate, in compliance with the timescales for generating Archival Information Packages shared with the Digital Curator;
9. generate the Submission Information Package and send it to LTA System;

10. in relation to those Electronic Documents that may be the subject matter of a subsequent transfer of legal ownership to third parties, form the Submission Information Packages in such a way that each of them contains only relevant and not excessive information, as indicated in the Service Data Sheet;

11. from an organisational and management perspective, provide for and guarantee interfacing and connection between its system and the Electronic Document LTA system, according to the specifications set out in the Service Data Sheet;

12. promptly provide all information requested accurately and exhaustively, to enable proper provision of the Service, in compliance with legal terms provided for in relation to LTA;

13. consult the Electronic Documents stored using the technical methods for the envisaged accessing, presenting and returning methods;

14. where required, test the Service in relation to the various categories of document subject to LTA, for the purposes of subsequent implementation of the Service;

15. supervise its employees to ensure that they operate in a manner that complies with the regulations regarding management of archives, electronic systems and privacy;

16. keep the Authentication Credentials provided with the necessary confidentiality and the utmost diligence, undertaking, among other things, not to transfer and/or allow use of the Service by third parties; in the event of loss and/or theft of the credentials, the Client must promptly notify the Digital Curator in writing of the situation, in order to quickly activate the blocking procedure and issue new Authentication Credentials. Following the initial access, the Client is required to replace the Authentication Credentials previously assigned with new credentials known only to the Client;

17. submit in the LTA System of the Digital Curator documents and data that do not contain sensitive personal data (e.g. data that may reveal the health status and religious beliefs of the persons concerned) and legal data (i.e. personal data showing the existence of certain court orders subject to registration in the criminal record). If there are documents and data that, in accordance with the regulations in force from time to time, require special processing, the Client undertakes to provide the Digital Curator with a declaration to that effect before signing the Contract and to assess with the latter the actions required.

18.2 It is hereby understood that omissions, incomplete information and non-conformity by the Client in relation to the provisions of art. 18.1 above, constitutes grounds on which to waive the Digital Curator's liability in relation to any contractual and/or non-contractual damage suffered by the Client and/or the Holder of the document subject to LTA and/or third parties. In any case, Namirial hereby reserves the right to check that the LTA space is not being used by Clients and Users in an improper manner, in any case unrelated to the intended purpose. By way of mere, non-exhaustive example, improper use of the LTA space includes: file sharing, using hypertext links to files obtained via anonymous FTP connections, archiving security data that is not pertinent to the use and operation of the Service, sizeable media files (i.e. audio files, images etc.) and, in general, large files that are not pertinent to the use and operation of the Service.

18.3 The Client undertakes in relation to Namirial, including for the purposes and the effects referred to in art. 1381 of the Italian Civil Code, to ensure that all parties specified in the Service Data Sheet or Application Form, to whom the LTA Service will be provided, comply with the content of all clauses of this Contract; in the event that even one of the aforementioned parties breaches all or part of the contractual obligations provided for herein, the Client shall be regarded as directly liable in relation to Namirial and/or its delegates for all breaches committed.

## 19. Preservation Delegate

19.1 In accordance with the provisions of the relevant regulations on the subject, the Digital Curator is appointed by the Preservation Manager as a Preservation Delegate, to perform the entire LTA process or part thereof, by way of the dedicated appointment document. The content of such delegation must be set out formally, with particular reference to the specific functions and skills assigned to the Preservation Delegate.

19.2 The Client, acknowledging that substitution of the Preservation Manager shall result in changes to the configuration of the LTA Service, undertakes to promptly notify Namirial of any changes that occur in relation to the role of Preservation Manager.

## 20. Activities and responsibility of the Manager User

20.1 The Manager User, where present, shall perform the activities specified in the Service Data Sheet.

20.2 The Manager User undertakes to guarantee and take exclusive responsibility in civil law, criminal and administrative contexts for performance of the aforementioned activities, undertaking to indemnify Namirial and any delegates and hold them harmless against any damage, be it direct and/or indirect contractual and/or non-contractual, liability, loss, reimbursement, costs (e.g. administrative sanctions, costs or expenses of any kind, including legal) or claims by the Client or third parties.

## 21. Characteristics of the Archiving service

21.1 Archiving is an optional service, provided for in addition to LTA (where expressly indicated in the Application Form or the Service Data Sheet), made available by Namirial in accordance with the relevant regulations.

21.2 Archiving precedes LTA and occurs via the submission of Electronic Documents by the Client or parties expressly delegated by the latter (according



to the provisions of the Service Data Sheet and/or the Application Form).

21.3 The Client acknowledges and accepts that use of the Archiving Service is conditional, in all cases, upon first filling out and signing the specific forms provided by Namirial for that purpose; it is hereby acknowledged that this clause is essential.

21.4 Archiving involves performance of the following activities:

- Client support during the Archiving service start-up phase;
- configuration of the Archiving Service, based on the specifications contained in the Service Data Sheet;
- making the transmission channel interface available for Electronic Documents to be sent, guaranteeing that the required safety measures are taken during the transfer;
- constant maintenance and updating of the Archiving System;
- online publication of the archived Electronic Documents to enable the User to access, search, modify and consult them.

## 22. Client's obligations in relation to Archiving

22.1 To ensure proper activation and provision of the Archiving Service, the Client is required to perform the following activities:

1. during the preliminary analysis phase, collaborate with Namirial, the Distributor and/or the Reseller, providing all of the information and data required to properly set up and manage the Service;
2. where provided for in the Contract, sign the document appointing a Preservation Delegate;
3. retain exclusive responsibility for proper preparation of the content of the Electronic Documents being Archived, guaranteeing compliance with current regulations on the matter (including, for example, the regulations of the Italian Civil Code and other tax and civil law regulations concerning proper bookkeeping) and the legal value thereof;
4. guarantee and take responsibility for the correctness, completeness, truthfulness, chronological order and uninterrupted nature of all data, information and documents provided for the supply of the Archiving Service;
5. guarantee and take exclusive responsibility in civil law, criminal and administrative contexts in relation to the content of the documents subject to Archiving, undertaking to indemnify Namirial and any delegates and hold them harmless against any damage, liability, loss, reimbursement, costs (e.g. administrative sanctions, costs or expenses of any kind, including legal) or third party claims;
6. prepare the Electronic Documents in an electronic format that complies with the format specification set out in the Technical Regulations;
7. in relation to those Electronic Documents that may be the subject matter of a subsequent transfer of legal ownership to third parties, form the said Documents in such a way as to contain only relevant and not excessive information;
8. promptly provide all information requested accurately and exhaustively, to enable proper provision of the Service;
9. consult the archived Electronic Documents in accordance with the methods indicated in the Service Data Sheet;
10. supervise its employees to ensure that they operate in a manner that complies with the regulations regarding management of archives, electronic systems and privacy;
11. keep the Authentication Credentials provided with the necessary confidentiality and the utmost diligence, undertaking, among other things, not to transfer and/or allow use of the Service by third parties; in the event of loss and/or theft of the credentials, the Client must promptly notify Namirial in writing of the situation, in order to quickly activate the blocking procedure and issue new Authentication Credentials. Following the initial access, the Client is required to replace the Authentication Credentials previously assigned with new credentials known only to the Client;
12. load documents and data that do not contain sensitive personal data (e.g. data that may reveal the health status and religious beliefs of the persons concerned) and legal data (i.e. personal data showing the existence of certain court orders subject to registration in the criminal record). If there are documents and data that, in accordance with the regulations in force from time to time, require special processing, the Client undertakes to provide Namirial with a declaration to that effect before signing the Contract and to assess with the latter the actions required.

22.2 It is hereby understood that omissions, incomplete information and non-conformity by the Client in relation to the provisions of art. 22.1 above, constitute grounds on which to waive Namirial's liability in relation to any contractual and/or non-contractual damage suffered by the Client and/or the Holder of the document subject to LTA and/or third parties.

22.3 The Client undertakes in relation to Namirial, including for the purposes and the effects referred to in art. 1381 of the Italian Civil Code, to ensure that all parties specified in the Service Data Sheet or Application Form, to whom the Archiving Service will be provided, comply with the content of all clauses of this Contract; in the event that even one of the aforementioned parties breaches all or part of the contractual obligations provided for herein, the Client shall be regarded as directly liable in relation to Namirial and/or its delegates for all breaches committed.

## 23. Characteristics of the Automatic Signing service

23.1 Automatic Signing is an optional service, provided for in addition to LTA (where expressly indicated in the Application Form or the Service Data Sheet), made available by Namirial in accordance with the relevant regulations concerning the generation, placement and verification of electronic signatures and time stamps.

23.2 The Automatic Signing stage precedes the LTA stage and involves

placement, by the Client, or parties expressly delegated by the latter (according to the agreements contained in the Service Data Sheet) of the digital signature on Electronic Documents using an automatic process).

23.3 The Client acknowledges and accepts that use of Namirial's qualified electronic signature devices is conditional, in all cases, upon first filling out and signing the specific forms provided by Namirial for that purpose; it is hereby acknowledged that this clause is essential.

## 24. Client's obligations in relation to the Automatic Signing service

24.1 The Client acknowledges and accepts that Automatic Signing of Electronic Documents occurs by using automatic digital signature devices adopted by Namirial, in its capacity as a Certification Authority; with regard to Automatic Signing, the Client undertakes, in particular to:

- a) clearly specify, in the Service Data Sheet, the parties specifically delegated by it to sign the Electronic Documents to be sent to the LTA System, using an automatic digital signature process;
- b) guarantee that such parties are specifically granted appropriate signing powers, or are given a specific valid mandate that can be demonstrated to third parties;
- c) provide all of the support and information required to properly obtain and manage signing credentials for parties delegated to place digital signatures on Electronic Documents;
- d) guarantee that the parties signing the Electronic Documents, who are in possession of specific signing certification, provide their initial express consent to the use of their digital signing certificate in an automatic process as part of the Service, in accordance with art. 35 of the DAC;
- e) guarantee that each party that holds a digital signing certificate retains exclusive control of its Authentication Credentials, with online access to the Service;
- f) promptly, properly and exhaustively provide all data requested by Namirial to enable proper identification of the signing certificate holder and subsequent proper issuance of the signing certificate by Namirial as Certification Authority;
- g) notify the Digital Curator of all circumstances that result in a change in relation to the signing party, delegated to digitally sign the Electronic Documents covered by the Service, in any case no later than 30 (thirty) days after such circumstances occur (by way of non-exhaustive example, if the delegated party's powers to sign Electronic Documents are withdrawn for any reason, or suspension or withdrawal of the relevant signing certificate is requested, or if that certificate is due to expire in the subsequent 3 months); following notification by the Client, the Digital Curator shall be authorised to suspend use – including immediately – of the signing credentials assigned to the signing party affected by the aforementioned circumstances, for the purposes of providing the Service.

## 25. Express termination clause

25.1 Failure by the Client to comply with the obligations contained in articles 18 (Client's obligations in relation to LTA), 20 (Activities and responsibility of the Manager User), 22 (Client's obligations in relation to Archiving), 24 (Client's obligations in relation to the Automatic Signing service) above of this section shall give Namirial, or the Distributor or the Reseller, the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.

25.2 Failure by Namirial to comply with the obligations contained in art. 17 (Conditions for the supply of the Electronic Document LTA Service) of these General Conditions shall give the Client the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.

## Section II – Specific conditions for the "Electronic Invoicing" service

### 26. Definitions relating to the Electronic Invoicing Service

26.1 In this section, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, in both their singular and plural forms:

**"Receivable Cycle"**: is the set of activities that impact upon the Economic Operator, or the provider/supplier, required to submit electronic invoices to a Public Administration Body or a Private Party using the Exchange System. The Service offered to the Economic Operator as part of the Receivable Cycle consists of preparing, issuing on behalf of third parties and sending the Electronic Invoices to the Exchange System, and LTA of the same, with the relevant notification messages exchanged with the Exchange System saved as attachments.

**"Payable Cycle"**: is the set of activities that impact upon the Public Administration Body or the Private Party that receives the Electronic Invoice. The Service offered to the Public Administration Body or Private Party as part of the Payable Cycle consists of receiving the Electronic Invoice and notification messages exchanged with the Exchange System as attachments, providing a



web tool to generate the results of the examination of the Electronic Invoice by the Public Administration Body and sending it to the Exchange System, functionality to enable the inputting of metadata in relation to accounting records concerning payable invoices and, finally, full management of the LTA of the Electronic Invoice in accordance with regulations, together with the relevant notification messages exchanged with the Exchange System.

**"Client"**: as part of the specific Service, it is the party benefiting therefrom, based on the specifications in the Application Form. Depending on the circumstances, in the context of the Service, the Client is also simply defined as:

- **the "Economic Operator"**, in the Receivable Cycle, it is the private or public provider/supplier party that submits electronic invoices to a Public Administration Body or a Private Party using the ES. As part of the Service, the Economic Operator avails of the Intermediary to prepare (including, potentially, via the Distributor and/or the Reseller), issue and send the Electronic Invoice, in accordance with the provisions of relevant national regulations.
- **"Public Administration Body"**, in the Payable Cycle, it is the body governed by public law that receives electronic invoices from the Economic Operator using the ES (recipient of the Electronic Invoice). As part of the Service, the recipient Public Administration Body avails of the Intermediary to receive the Electronic Invoice.
- **"Private Party"**, in the Payable Cycle, it is the party that receives electronic invoices from the Economic Operator using the ES (recipient of the Electronic Invoice). As part of the Service, the recipient Private Party avails of the Intermediary to receive the Electronic Invoice.

**"Electronic Invoice"**: is a type of invoice issued, sent, received and stored in electronic format, capable of guaranteeing the authenticity of its origin, the integrity and legibility of the content, in accordance with the provisions of Italian Ministerial Decree no. 55 of 3 April 2013, concerning Electronic Invoices between Private Parties and Public Administration Bodies, or the provisions of Italian Legislative Decree no. 127 of 5 August 2015 and, indirectly, Italian Decree Law no. 193 of 22 October 2016, converted into Italian Law no. 225 of 1 December 2016 concerning Electronic Invoices between Private Parties.

**"Invoice Format"**: the layout of the Electronic Invoice must meet the requirements set out in the relevant regulations and in particular the technical specifications published and updated on the official website for the Exchange System [www.fatturapa.gov.it](http://www.fatturapa.gov.it) and the website [www.agenziaentrate.gov.it](http://www.agenziaentrate.gov.it).

**"Intermediary"**: as part of the Electronic Invoicing Service, it is Namirial, authorised by the Client, by signing the Application Form, to issue and send and/or receive the Electronic Invoice on behalf of the Economic Operator and/or Public Administration Body and/or Private Party.

As part of the Receivable Cycle, the Economic Operator avails in particular of the work of the Intermediary to perform the following activities on its behalf, while remaining fully and exclusively responsible for tax and civil law matters:

- preparing (including, potentially, by way of the Distributor and/or the Reseller) and/or issuing Electronic Invoices;
- sending Electronic Invoices to the Exchange System;
- managing notification messages exchanged with the Exchange System;
- complying with regulatory requirements relating to LTA.

As part of the Payable Cycle, the Public Administration Body or the Private Party avail in particular of the work of the Intermediary to perform the following activities on its behalf, while remaining fully responsible for tax and civil law matters:

- receiving Electronic Invoices;
- managing notification messages exchanged with the Exchange System;
- complying with regulatory requirements relating to LTA.

In particular, the Intermediary offers all relevant guarantees required to perform the aforementioned role, as it is accredited in relation to sending and receiving using the ES and is an active digital curator, accredited by AgID (Agency for Digital Italy), in accordance with the CAD.

If the Client opts to only activate the LTA Service component, the latter shall be responsible for the preceding activities of issuing and/or sending to the ES and/or receiving from the same and managing the relevant notification messages; the Client is, therefore, responsible for properly providing the Service with all electronic documents to be stored in accordance with XML formats, signed using a qualified or digital electronic signature, in compliance with current regulations on the subject, including technical regulations.

Depending on the individual activities performed by the Intermediary as part of the Service, as described below, that party may also simply be defined as:

- **"Issuer on behalf of third parties"**: as part of the Receivable Cycle Service component, the Intermediary is the party who handles issuance of the Electronic Invoice on behalf of the Client (provider/supplier), without prejudice to the full responsibility of the Economic Operator for the correctness, completeness, truthfulness, chronological order and uninterrupted nature of all data, information and documents input into the Intermediary's web service, and therefore for any breaches associated with issuing the invoice.

By preparing and signing the Application Form, the Economic Operator authorises the Intermediary in advance to issue the Electronic Invoices.

The issuance procedure adopted requires submission by the Economic Operator of the elements central to the invoiced item, mandatory data relating to the content of the invoice, and optional data that is however required because it has been expressly requested by the Public Administration Body or the Private Party.

- **"Sender"**: as part of the Receivable Cycle Service component, the Intermediary is the party that handles the sending of Electronic Invoices to the ES on behalf of the Client and receives the notification/receipt messages from that system. Details of the sender must be properly stated in the "Sender" section of the document, laid out according to legal provisions.

- **"Receiver"**: as part of the Payable Cycle Service component, the Intermediary is the party that handles the receiving of Electronic Invoices and handles the exchange of notification/receipt messages from the ES.

**"Electronic Invoicing Service"**: is the electronic invoicing service organised by the Intermediary to manage the electronic invoicing process via the Exchange System in commercial dealings between Economic Operators and recipient Public Administration Bodies in accordance with the provisions of art. 1 of Italian Law 24 December 2007, no. 244 and subsequent amendments and supplements, or in dealings between Private Party Economic Operators, in accordance with the provisions of Italian Legislative Decree 5 August 2015, no. 127. The Service consists of two main components: a Receivable Cycle Service component for the Economic Operator and a Payable Cycle Service component for the Public Administration Body or Private Party. Both components of the Service also include LTA of Electronic Invoices and the relevant notification messages exchanged with the Exchange System in accordance with regulations, in compliance with the provisions of these General Contract Conditions.

Clients also have the option to only use the LTA Service component, meaning that they avail of third-party systems and services to manage the issuing, sending and/or receipt of Electronic Invoices and the relevant notification messages exchanged with the Exchange System.

**"Exchange System"** (also abbreviated simply to "ES"): is the IT system managed by the Italian Revenue Agency capable of:

- receiving Electronic Invoices;
- performing checks on Electronic Invoices;
- sending Electronic Invoices to Public Administration Bodies or Private Parties;
- managing notification messages to track the invoicing cycle;
- saving the Electronic Invoice data exchanged in the event of exercising the option referred to in art. 1, par. 3 of Italian Legislative Decree 127/2015.

Specific information on the Exchange System is published and updated on the official website [www.fatturapa.gov.it](http://www.fatturapa.gov.it).

## 27. Scope of application of the Electronic Invoicing System

27.1 The Electronic invoicing Service can serve the needs both of Private Party Economic Operators and Public Administration Bodies, providing the option to choose either or both of the two main Service components – Receivable Cycle and Payable Cycle – in compliance with current regulations on the subject, as well as the option to request activation of the LTA Service component only, for LTA of Electronic Invoices and relevant notifications, in compliance with the provisions of current regulations.

27.2 As such, depending on its needs, at the time of signing the Application Form, the Client can choose the component(s) of the Service that it wants.

## 28. Object of the Electronic Invoicing Service

28.1 The Intermediary guarantees the supply of the Service to the Client based on the component(s) of the Service selected by the Client in the Application Form, as well as the information and data specified therein, in compliance with current regulations on the subject.

28.2 The Service, as defined in these General Conditions, enables the Client to comply with its legal obligations concerning electronic invoicing in commercial dealings between Economic Operators and/or Public Administration Bodies, both in the Receivable Cycle and the Payable Cycle, in accordance with the Client's needs.

28.3 The Receivable Cycle Service component allows the Client (Economic Operator) to prepare and send Electronic Invoices to the ES and store them for 10 (ten) years (or for the different period indicated in the Commercial Offer or in another Contract document), together with the ES notification/receipt messages.

28.4 The Payable Cycle Service component allows the Client (Public Administration Body or Private Party) to receive Electronic Invoices, send confirmation messages to the ES (exclusively for Public Administration) and store them for 10 (ten) years (or for the different period indicated in the Commercial Offer or in another Contract document), together with the ES notification/receipt messages.

28.5 Should additional, specific services that are not listed here be requested, Namirial reserves the right to provide the Client with the relevant services only after a new agreement between the parties is entered into.

## 29. Specific Conditions for the supply of the Receivable Cycle Service component

29.1 The Receivable Cycle Service component for the Economic Operator (businesses, professionals, public administration bodies that perform commercial activities, PA suppliers) requires compliance with the following procedural steps:

- a. the User, having been authorised by the Client, accesses the Web Platform and enters the details of the Electronic Invoice, according to the provisions of the relevant regulations, by uploading the XML file, sending a request to the web service, manually inputting the data required to automatically prepare the Electronic Invoice, or using other methods defined by the Intermediary;



- b. the Issuer on behalf of third parties prepares the definitive Electronic Invoice, based on the content input by the Economic Operator (provider/supplier), in relation to which the latter exclusively assumes full responsibility;
- c. the Service keeps track of the data input by the User;
- d. before sending the Electronic Invoice to the ES, the Service performs a syntactic check (without checking the content) of the XML file, according to the format provided by the Legislator and notifies the User of the outcome of the Electronic Invoicing process; if the outcome of the check is negative, the User may submit a corrected Electronic Invoice;
- e. if the outcome of the check is positive, the qualified digital signature of the Issuer on behalf of third parties will be placed on the invoice, together with the time, and the Sender sends the Electronic Invoice to the ES;
- f. the Service also provides for management of the notification messages exchanged with the ES, and makes these available to the User;
- g. the Client, or the User, is required to view the notification messages exchanged with the ES;
- h. the Economic Operator is also responsible for handling the additional obligations regarding registration of the Electronic Invoice, settlement and payment of the amount due, as well as all other compliance matters provided for by tax and/or civil law regulations;
- i. Electronic Invoices and notification messages exchanged with the ES are subsequently stored for 10 (ten) years (or for the different period indicated in the Commercial Offer or in another Contract document), on condition that the Client is up-to-date with payment of the fees due for the provision of the Service;
- j. to that end, the Preservation Manager delegates all activities that are necessary and required by law to the Intermediary, as set out in the Deed of Appointment prepared for this purpose by the Intermediary itself;
- k. the Service provides the Client with the option to request the dissemination information packages via the web (by way of the User), containing the archival information packages and Receivable Cycle documents stored in the Preservation Delegate's LTA System;
- l. the User must access the Web Platform to check the Electronic Invoices sent and the relevant sending and LTA status, and can consult the various records concerning the status and ES messages for each Electronic Invoice.

29.2 It is hereby expressly understood that the Economic Operator is responsible for the content of the Electronic Invoice, including, for example, the Electronic Invoice recipient Code, and for filling out additional mandatory and/or optional fields, required in the context of the individual relationship with the Public Administration Body or the Private Party recipient of the Electronic Invoice.

29.3 The Intermediary and/or the Distributor and/or the Client, furthermore, shall not participate in issuing a new corrected invoice or a credit note for an Electronic Invoice that has been rejected by the ES or disputed by the Public Administration Body or the Private Party; it is the exclusive responsibility of the Client to issue, correct and upload the new invoice. It should be noted, furthermore, that the Intermediary is in no way responsible in the event that it is not possible for the ES to deliver the file to the Public Administration Body or Private Party, for reasons not attributable to the Sender.

29.4 Any dispute or sending of Electronic Invoices outside of the ES shall be handled directly by the Economic Operator with the Public Administration Body or the Private Party, and not by the Intermediary.

29.5 Finally, Clients that issue and send Electronic Invoices and handle the relevant notification messages exchanged with the ES outside of the Receivable Cycle Service component, can always request activation of the LTA Service component only; in that case, the Client is required to provide the Digital Curator with the Electronic Invoices at least 60 (sixty) days prior to the legislative deadline for LTA.

### 30. Specific Conditions for the supply of the Payable Cycle Service component

30.1 The Payable Cycle Service component for Public Administration Bodies or Private Parties requires compliance with the following procedural steps:

- a. the Recipient receives Electronic Invoices and the relevant metadata files from the ES via its accredited channel;
- b. in the case of PA Electronic Invoices, the Client can request technical specifications from the Intermediary in order to interact with the Public Body's IT Protocol, making the files received from the ES available to the Public Administration Body;
- c. in the case of PA Electronic Invoices, the Public Administration Body is responsible for correctly drawing up and recording the Public Body's IT protocols (regarding both the PA Electronic Invoices and the notification messages exchanged with the ES) and subsequently entering the invoices or equivalent documents into the accounts within 10 (ten) days of the date of receipt in accordance with art. 42 of Italian Legislative Decree no. 66/2014;
- d. in the case of the Payable Cycle, Private Parties are obliged to accept the payable invoice provided to it by the Service;
- e. in the case of the Payable Cycle, Private Parties are responsible for keeping proper accounting records of the payable invoices, if obliged to do so by law or regulations;
- f. the Public Administration Body or Private Party are responsible for examining the content of the Electronic Invoices received;
- g. the Service provides Users authorised by the Client with a web interface that generates the Client Status (acceptance or rejection), which can be generated and sent to the ES within 15 (fifteen) days of receiving the Electronic Invoices;
- h. the Public Administration Client, or its User, is required to view the notification messages exchanged with the ES;

- i. the Service provides the User with web functionality to input the specific metadata relating to accounting records, to be integrated with the standard Electronic Invoice metadata;
- j. Electronic Invoices and notification messages exchanged with the ES are subsequently stored for 10 (ten) years (or for the different period indicated in the Commercial Offer or in another Contract document), on condition that the Client is up-to-date with payment of the fees due for provision of the Service;
- k. to that end, the Preservation Manager delegates all activities that are necessary and required by law to the Intermediary, as set out in the Deed of Appointment prepared for this purpose by the Intermediary itself;
- l. the Service provides the Client with the option to request the dissemination information packages via the web (by way of the User), containing the archival information packages and Payable Cycle documents stored in the Preservation Delegate's LTA System;
- m. the User must access the Web Platform to check the Electronic Invoices received and the relevant sending and LTA status, and can consult the various records concerning status and ES messages for each Electronic Invoice.

30.2 It is hereby expressly understood that the Public Administration Body or Private Party is responsible, where relevant, for properly drawing up and recording protocols for electronic documents in their IT protocol, for entering Electronic Invoices in the accounts and for properly inputting data in relation to generation of a Client Status (acceptance and/or refusal), where applicable, for examining the content of the Electronic Invoices received.

30.3 In the case of the Payable Cycle, the Private Party must provide its providers/suppliers with the Recipient Code (addressed to the Intermediary), in order to ensure proper transmission – via the ES – of the payable invoice to the Intermediary.

30.4 Any dispute or case of sending Electronic Invoices outside of the ES shall be handled directly by the Public Administration Body or the Private Party with the Economic Operator, and not by the Intermediary.

30.5 Finally, Clients that receive Electronic Invoices and handle the relevant notification messages exchanged with the ES outside of the Payable Cycle Service component, can always request activation of the LTA Service component only; in that case, the Client is required to provide the Digital Curator with the Electronic Invoices at least 60 (sixty) days prior to the legislative deadline for LTA.

### 31. Effects of Termination of the Electronic Invoicing Service

31.1 In any case, on the date of termination of the Service, notwithstanding the possible maintenance of the LTA component, the Client is obliged to discontinue the use of the Recipient Code in the name of the Intermediary. Therefore, the Intermediary shall not be liable for any direct and/or indirect damages suffered by the Client or third parties as a result of the Client's failure to comply with the contents of this provision.

31.2 In case of maintenance of the LTA component, the Contract shall remain effective and binding on the parties with respect to that component.

### 32. Express termination clause

32.1 Failure by the Client to fulfil even one of the provisions contained in articles: 29 (Specific Conditions for the supply of the Receivable Cycle Service component) and 30 (Specific Conditions for the supply of the Payable Cycle Service component) of these General Conditions shall give Namirial, or the Distributor or the Reseller, the right to consider them legally terminated in accordance with and for the purposes of article 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.

32.2 Failure by Namirial to comply with the obligations contained in art. 28 (Object of the Electronic Invoicing Service) of these General Conditions shall give the Client the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.

## Section II – Specific conditions for the Order Management Service

### 33. Definitions relating to the Order Management Service

33.1 In this section, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, in both their singular and plural forms:

- “Client”: as part of the specific Service, it is the party benefiting therefrom, based on the specifications in the Application Form. Depending on the circumstances, in the context of the Service, the Client is also simply defined as:
  - “Economic Operator”, understood to mean the private party making a supply of goods and/or services to a public administration via the OSN. As part of the Service, the Economic Operator avails itself of the Intermediary to send the pre-agreed Order and the Response, on the one hand, and to receive Orders, on the other hand, in accordance with the provisions of relevant national regulations.
  - “Public Administration”, understood to mean the body governed by public law that sends the Order to the Economic Operator via the OSN.



**“Documents subject matter of the ordering process”**: are the Orders, pre-agreed Orders and Responses, depending on the agreements between the Public Administrations and the Economic Operators, as well as any other Document that may be required by the technical regulations of the OSN.

**“Intermediary”**: as part of the Service, is Namirial, authorised by the Client, by signing the Application Form, to create, process and send and/or receive the messages on behalf of the Economic Operator and/or Public Administration Body.

The Client avails itself in particular of the work of the Intermediary to perform the following activities on its behalf, while remaining fully and exclusively responsible for tax and civil law matters:

- sending and receiving the Documents subject matter of the ordering process via the OSN;
- managing notification messages exchanged with the OSN;
- complying with regulatory requirements relating to LTA.

In particular, the Intermediary offers all relevant guarantees required to perform the aforementioned role, as it is accredited in relation to sending and receiving using the OSN and is an active digital curator, accredited by AgID (Agency for Digital Italy), in accordance with the CAD.

If the Client opts to only activate the LTA Service component, it shall be responsible for the preceding activities of sending to the OSN and/or receiving from the same and managing the relevant notification messages; the Client is, therefore, responsible for properly providing the Service with all electronic documents to be stored in accordance with XML formats, in compliance with current regulations on the subject, including technical regulations.

Depending on the individual activities performed by the Intermediary as part of the Service, as described below, that party may also simply be defined as:

- **“Sender”**: managing on behalf of the Client the sending of the Documents subject matter of the ordering process and receiving from the Client the system notifications of the OSN;
- **“Recipient”**: managing on behalf of the Client the receipt of the Documents subject matter of the ordering process and the exchange of system notifications of the OSN.

**“Purchase Order Sorting Node”** (also abbreviated simply to “OSN”): is the IT system managed by the Ministry of Economy and Finance-Department of General Accountancy of the State and established by Article 1, paragraphs 411 to 415, of Italian Law No. 205 of 27 December 2017 and implemented in accordance with the provisions of the Decree of the Minister of Economy and Finance of 7 December 2018 and the related technical regulations as amended and supplemented, published on the website of the Ministry itself, capable of:

- receiving the Documents subject matter of the ordering process;
- carrying out validation checks on the Documents subject matter of the ordering process;
- sending the Documents subject matter of the ordering process;
- managing system notifications to track the procurement cycle by Public Administration bodies.

**“Order”**: the document by which the Public Administration body notifies the Economic Operator of the goods and/or services it intends to purchase and the relevant instructions. An Order may be original (Initial Order), be linked to the original (Linked Initial Order) replace a previous Order (Substitute Order), cancel a previous Order (Revocation Order) or can be used to confirm, decline or replace a Response document or Pre-agreed Order received by the Economic Operator (Acknowledgement Order for Confirmation, for Rejection and for Replacement).

**“Pre-agreed Order”**: the document, equivalent to the Order, but issued by the Economic Operator in agreement with the Public Administration. A pre-agreed order can be original (Initial Pre-agreed Order), can be linked to the original (Linked Initial Pre-agreed Order), or replace a previous pre-agreed order (Substitute Pre-agreed Order) or cancel a previous pre-agreed order (Revocation Pre-agreed Order).

**“Response”**: the document by which the Economic Operator acknowledges receipt of the order (Receipt Response), accepts (Acceptance Response), declines (Rejection Response) or makes changes (Reply with Modification) to the Order received from the Public Administration body.

**“Order Management Service”**: is the Order Management service organised by the Intermediary for the digitalised management of documents in the purchasing cycle conveyed by the Order Sorting Node in commercial relations between Economic Operators and the Public Administration body. It also includes the LTA in accordance with the Documents of the ordering process and the relevant notification messages exchanged with the Order Sorting Node in accordance with regulations, in compliance with the provisions of these General Contract Conditions.

### 34. Scope of application of the Order Management Service

34.1 The Order Management Service is able to respond to the needs of both Economic Operators and Public Administration bodies: the management of the documents of the purchasing cycle conveyed by the Order Sorting Node in accordance with the relevant technical regulations of the Intermediary and this Contract.

34.2 The Intermediary guarantees the provision of the Service to the Client in compliance with the relevant technical regulations in force as regards the Intermediary's activity.

34.3 The Service, as defined in these General Conditions, enables the Client to comply with its legal obligations to manage the receiving and/or sending of the Documents subject matter of the ordering process via the OSN in commercial

relations between Economic Operators and Public Administration bodies.

### 35. Specific conditions for the provision of the Order Management Service

35.1 The Service requires compliance with the following procedural steps:

- a. the User, having been authorised by the Client, accesses the Web Platform and enters the details of the Documents subject matter of the ordering process, according to the provisions of the relevant regulations, by uploading the XML file, sending a request to the web service, manually inputting the data required to automatically prepare the Documents subject matter of the ordering process, or using other methods defined by the Intermediary;
- b. the Service keeps track of the data input by the User;
- c. the Service carries out, prior to the sending of the Documents of the Ordering Process to the OSN, a syntactic check (without checking the contents) of the XML file, according to the format provided by the Legislator;
- d. the Service receives the Documents subject matter of the ordering process envisaged by the OSN;
- e. the Service also provides for management and provision of the system notifications exchanged with the OSN;
- f. the Client, or the User, is required to view the system notifications exchanged with the OSN;
- g. the Documents subject matter of the ordering process and the system notifications with the OSN are subsequently stored for 10 (ten) years (or for the different period indicated in the Commercial Offer or in another Contract document), on condition that the Client is up-to-date with payment of the fees due for provision of the Service;
- h. to that end, the Preservation Manager delegates all activities that are necessary and required by law to the Intermediary, as set out in the Deed of Appointment prepared for this purpose by the Intermediary itself;
- i. the Service provides the Client with the option to request the dissemination information packages via the web (by way of the User), containing the archival information packages and documents stored in the Preservation Delegate's LTA System;
- j. the User must access the Web Platform to check the Documents subject matter of the ordering process exchanged via the OSN with the relevant sending and LTA status, and can consult the various records concerning status and OSN messages for each document.

35.2 It is hereby expressly understood that the Client is responsible for the content of the Document subject matter of the ordering process, including, for example, the Recipient Identification Code, and for filling out additional mandatory and/or optional fields, required in the context of the individual relationship with the Public Administration Body or the Economic Operator recipients of the Document subject matter of the ordering process.

35.3 It is also expressly understood that the Public Administration or the Economic Operator are responsible for properly drawing up and recording protocols for the electronic documents in their IT protocol if adopted by them.

35.4 Moreover, the Intermediary and/or the Distributor and/or the Client shall not participate in issuing a new Order in respect of a previous Order rejected by the OSN or disputed by the Economic Operator (or by the Public Administration body in the case of a pre-agreed Order); it is the exclusive responsibility of the Client to issue, correct and upload the new Order in the OSN. It should be noted, furthermore, that the Intermediary is in no way responsible in the event that it is not possible for the OSN to deliver the file to the Public Administration Body or Economic Operator (failure to deliver), for reasons not attributable to the Sender.

35.5 Any dispute or sending of Documents subject matter of the ordering process outside of the OSN shall be handled directly by the Economic Operator with the Public Administration Body, and not by the Intermediary.

35.6 Finally, the Client who sends and receives the Documents subject matter of the ordering process and manages the related notification messages exchanged with the OSN, outside the Service, can always request activation of the LTA Service component only; in such a case, the Client is obliged to make the Documents subject matter of the ordering process and the relevant OSN system notifications available to the Digital Curator at least 60 (sixty) days prior to the legislative deadline for LTA. In order to ensure the correlation between the Documents of the Ordering Process and the related OSN system notifications, it is necessary not to change the file names with respect to the conventions defined in the technical regulations.

35.7 Failure by the Client to fulfil even one of the provisions contained in this article shall give Namirial, or the Distributor or the Reseller, the right to consider them legally terminated in accordance with and for the purposes of article 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.

35.8 Failure by Namirial to comply with the obligations contained in art. 33 (Definitions relating to the Order Management Service) of these General Conditions shall give the Client the right to consider them legally terminated in accordance with and for the purposes of art. 1456 of the Italian Civil Code, except and without prejudice to the right to compensation for any loss or damaged suffered.