

Conditions for the Supply of E-Security Services

Provisions of a general nature

These Supply Conditions, together with the documents stated in Art. 2 below, govern the contractual relationship established between Aruba S.p.a., with registered offices at Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01573850516, Aruba Pec S.p.A., with registered offices at Ponte San Pietro (BG), Via San Clemente 53, VAT No. 01879020517 (also "Suppliers") and the Customer for the supply of E-Security services as described below.

Contents of the articles

SECTION I – GENERAL CONDITIONS	1
1. Definitions	1
2. Structure of the Contract	2
3. Purpose of the Agreement	2
4. Signing of the Agreement.....	3
5. Service activation and provision	3
6. Duration of the Contract and renewal	3
7. Fees, payment terms and procedures, warranties	4
8. Late payment or non-payment	5
9. Obligations and limitations of liability of the Suppliers	5
10. Customer's obligations and rights	6
11. Support and maintenance	7
12. Suspension of the Services	8
13. Withdrawal	8
14. Express termination clause – termination due to non-fulfilment – termination conditions	9
15. Amendments to the Contract, to the Aruba Policies and/or the Manuals	9
16. Copyright and licensing	10
17. Information security	10
18. Final provisions	10
19. Handling of disputes and complaints.....	11
20. Extended validity	11
21. Processing of personal data	11
22. Applicable law and jurisdiction	11
23. Reference to the Manuals	11
 SECTION II – SPECIAL CONDITIONS FOR THE SUPPLY OF THE DIGITAL SIGNATURE SERVICE WITH OR WITHOUT CNS	12
 SECTION III – SPECIAL CONDITIONS FOR THE SUPPLY OF THE QUALIFIED ELECTRONIC TIME VALIDATION SERVICE	15
 SECTION IV - SPECIAL CONDITIONS FOR THE SUPPLY OF THE CERTIFIED EMAIL SERVICE	17

SECTION V - SPECIAL CONDITIONS FOR THE SUPPLY OF THE DOCFLY AND DOCFLY PA INVOICING SERVICES	18
---	----

SECTION VI - SPECIAL CONDITIONS FOR THE SUPPLY OF THE ArubaID SERVICE	27
--	----

SECTION I – GENERAL CONDITIONS

1. Definitions

Where mentioned in the Contract, the terms below shall have the following meanings:

24/7/365: acronym used in the Contract to indicate that the Services are provided 24 hours a day, 7 days a week, 365 days a year.

Aruba PEC S.p.A.: an Aruba Group company registered in the public directories of Certified Email and Digital Identity Operators (SPID), Certifiers, Qualified Trustee Service and Certified Storage Providers accredited, established, kept and updated by Agenzia per l'Italia Digitale [Digital Italy Agency] (hereinafter also referred to as "AgID"), which manages and provides the Certified Email Service, issues legally valid Digital Signature Certificates under the terms of Legislative Decree no. 82/2005 and the Prime Ministerial Decree of 22/02/2013, as subsequently amended and supplemented, issues eIDAS Certificates and eIDAS Seals and provides the qualified Electronic Time Validation Service as a Qualified Trustee Services Provider pursuant to Regulation (EU) No. 910/2014 and the implementing legislation, provides Electronic Document Storage services and the SPID Digital Identity Service.

Aruba S.p.A.: the Aruba Group holding company which, under an independent contract, is a partner of Aruba Pec S.p.A. in the sale of E-Security Services and has the authority to issue invoices to the Customer for the Services ordered.

Customer: the natural person or legal entity identified in the Order Form.

Activation Confirmation: the notification that confirms activation of the Service ordered.

Order Confirmation: the notification that confirms receipt of the order, which contains a concise description of the main features of the selected Services, any documents the Customer must send to the Suppliers for the Services to be activated and attached to these Supply Conditions.

Conditions: these Conditions for the Supply of E-Security Services.

Contract: all the documents stated in article 2.

Agreement code: the code supplied to the Customer by the third party (including but not limited to a Professional Association and/or Entity to which belonging) which entered into a specific and separate agreement with the Suppliers, by means of which the Customer can access the appropriate area of the <https://www.pec.it/Convenzioni.aspx> website to purchase one or more Services at the prices, from among the options, with the features and subject to the limitations stated therein.

Credentials: Service access codes sent by the Suppliers to the Customer after a Contract is concluded, any specifications of which are stated in each Section dedicated to them.

Suppliers: Aruba S.p.A. and Aruba Pec S.p.A., which, for the purposes of the Contract, may act separately from each other.

Confidential Information: (i) information relating to the Suppliers and deemed or classified by the latter as private and/or confidential, to which the Customer is privy for any reason related to the implementation of the Contract and/or (ii) information relating to the Suppliers which, by its nature, content, or the circumstances in which it is disclosed, would normally be regarded as such. In this respect, the Suppliers' confidential information includes, but is not limited to, all services, features, configurations and technical information on the Services, quotations, audit or safety reports and product development plans.

Price list: the document published on the www.pec.it website, in the section dedicated to each Service, which lists all the financial aspects of the Service or alternatively, if applicable, the document containing such characteristics sent by the Suppliers to the Customer in the event of a separate, specific and different agreement between the Parties.

Manual: the document that is published and public, as required by the law, containing a statement of the issuing procedures, operational procedures and instructions for use of the E-Security service selected, available, for each Service, at <http://www.pec.it/DocumentazioneFirmaDigitale.aspx> (if required in the context of each Service, the reference one for the Customer who has an Agreement Code).

Order Form: electronic form available at www.pec.it, which, when fully completed online by the Customer and sent by the Customer to the Suppliers, constitutes a contractual offer and formalises activation of the Service.

Panel: the Service management area which the Customer accesses with his Credentials from the <http://www.pec.it> website/.

Parties: The Suppliers and the Customer.

Aruba Services User Policy: the document drawn up by the Suppliers and published at the <http://www.pec.it/termini-condizioni.aspx> link, which sets out the rules of conduct and usage restrictions for the Services that apply to all Customers.

Service or Services: each of the services stated in the Conditions.

Technical specifications: the information published on the websites www.pec.it and <http://guide.pec.it/home.aspx>, in the section dedicated to each Service, or in the documents indicated in the same section, containing the technical features and any restrictions of use of said service.

Any definitions not specifically referred to herein shall retain the meaning attributed to them in the Special Conditions and in the Manual for each Service.

2. Structure of the Contract

2.1 The Contract is comprised of the following documents:

- 1) The Supply Conditions: general conditions and special conditions of the Service supplied;
- 2) The Order Form;
- 3) The Technical Specifications of the Service supplied;
- 4) The activation confirmation;
- 5) The Aruba Services User Policy;
- 6) The Manuals for the Service supplied;
- 7) The Price List of the Service supplied.

2.2 Furthermore, when purchased by the Customer, the following documents shall constitute an integral part of the Contract from the moment and as a result of their signing and/or submission to Aruba electronically, even if this takes place after the Contract itself is concluded:

- a) for the services relating to certificates and eIDAS-compliant qualified electronic seals as referred to in Section II of the Conditions
- 8) the PKI disclosure statement (PDS)
- b) for the DocFly Services referred to in Section V of the Conditions
- 9) Storage card
- 10) List of People
- c) for the ArubaID Service referred to in Section VI of the Conditions:
 - 11) Information on measures and solutions to protect your SPID digital identity
 - 12) ArubaID Service subscription request form
 - 13) ArubaID Service Charter

3. Purpose of the Agreement

The purpose of the Contract is to supply Services to the Customer in accordance with the technical and financial characteristics, type, procedures and restrictions stated in the Order Form, in the Technical Specifications and in the Services Manuals themselves and, if the Customer has one, the Agreement Code, at page <https://www.pec.it/Convenzioni.aspx>. Any further service with respect to the purpose of the Contract may be provided, subject to a feasibility study, upon the specific request of the Customer according to the conditions, terms and consideration to be agreed.

4. Signing of the Agreement

4.1 The Contract is executed on the date of correct and punctual receipt by the Suppliers of the Order Form, fully completed and accepted by the Customer, together with payment of the fee for the Service. The sending of the Order Form shall constitute full acceptance by the Customer of these Conditions and all other documents mentioned in art. 2 above. An Activation Confirmation will be sent on activation of the Services. In any event, it is hereby understood that use of the Services by the Customer shall constitute acceptance of all contractual conditions.

4.2 The Customer is responsible for the truthfulness of the information supplied and grants to the Suppliers the right to obtain any further information required for the purpose of activating the Services, in compliance with current legislation.

4.3 By sending the Order Form, the Customer acknowledges and agrees that he/she is entering into a contract whose sole valid and effective version is that in the Italian language, whereas the other versions provided by the Suppliers in any other foreign language are made available only as a courtesy. This restriction does not apply to the supply of the Services provided in the capacity of Qualified Trustee Services Provider under the terms of eIDAS, for which an English-language version of the contractual documents is also available, it being understood that, in the event of a contradiction, the Italian-language version shall take precedence over the English-language version.

4.4 It is understood that non-payment of the fee within three months of the date of receipt of the Order Form will result in the cancellation of the order without notice or communication.

5. Service activation and provision

5.1 The Services are activated according to the chronological order of the requests received, provided that they are supported by a confirmation of payment of the fee owed, and in accordance with the time frames dictated by hardware availability, and in any case as soon as possible. It is understood that any deadlines proposed for activation of the Service should be considered to be merely indicative. The Customer is required to perform any services required of him/her by the Contract and by each Manual for the purpose of activating each Service (which includes, but is not limited to, sending a copy of an identity document); any delays due to inaction by the Customer will not be attributable to the Suppliers. In any case, the Customer will be informed of any delays in activating the Service. The Customer acknowledges and accepts that no right or claim may be asserted in respect of the Suppliers due to any failed or delayed activation and/or provision of the Service and in any case undertakes to hold harmless and/or indemnify the Suppliers against any claim for compensation, regardless of the originator of such a claim.

5.2 Subject to any limitations on Customers who have purchased the Service using the Agreement Code referred to in article 9.8 below, the Services are provided until their expiry date, as specified in the relevant Special Conditions. As the

aforesaid date draws nearer, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, the Suppliers reserve the right to send him/her a notice of impending expiry of the Services by email.

5.3. It is expressly understood that the Suppliers are not subject to any general monitoring obligations. They do not therefore control or monitor the conduct or actions taken by the Customer using the Service, that is, they do not control or monitor the information and/or data and/or contents processed by the Customer or its employees and/or associates with the Services themselves; the Suppliers are and remain extraneous to the activities the Customer performs fully independently by accessing the Service remotely via the Internet. In any event, having gained access to the Service, the Customer is the only data controller, pursuant to legislative decree 196/03, for any data entered and/or processed while ordering the Service or in any case via the Service itself, for the duration of the Contract and for the subsequent days of extension following its expiry date granted under the provisions in the individual Sections of the Conditions.

6. Duration of the Contract and renewal

6.1 The Contract governs the supply of Services to the Customer and is effective from the date on which it is signed. Subject to any limitations on Customers who have purchased the Service using the Agreement Code referred to in article 9.8 below, and unless otherwise indicated in the Special Conditions or in other documents applicable to the Service, the Contract shall have the same duration as the Service and, in the event of the activation of other Services, the duration shall be that of the last one remaining active, as specified in the individual Special Conditions relating thereto.

6.2. In the event of payment by any means other than a credit card or PayPal or other forms of electronic payment, or in the other cases expressly established by the Suppliers, the Service(s) must be renewed by the Customer before the respective expiry date - preferably at least 15 (fifteen) days before said time limit - by forwarding the respective request and the payment, according to the procedures and times stated in Article 7, of the amount required by the Price List in force at the time of renewal. Once the renewal procedure has been completed as described above, the Service(s) will be renewed for the requested period effective from the expiry date thereof even in the event that the renewal is executed after the expiry date of the Service(s). Failure to credit to Aruba the amount owed for respective renewal at least 2 (two) days before the expiry date shall be equivalent to notice of prompt termination of the Service(s) by the Customer.

6.3 With reference to the Certified Email and/or DocFly – DocFly PA Invoicing and/or ArubaID Services, if the Customer has chosen to pay by credit card or PayPal or other electronic payment tools, the Service(s) will renew automatically on expiry in accordance with the provisions of paragraph 6.1 above, subject to a notice of termination sent by one party to the other according to procedures suitable for confirming receipt thereof, at least 15 (fifteen) days in advance of the expiration date. Upon automatic renewal, the Price List and

other contractually effective conditions shall apply. In order to ensure the continued provision of the Service(s), the Suppliers will ask their Banking Institution, 7 (seven) days prior to the actual expiry date of the Service(s), to make the payment in their favour of the amount established for the renewal of the Service(s); in the event of failure to credit the amount established for one or more of the Services to be renewed, the Suppliers, notwithstanding the provisions of paragraph 6.4, as a mere courtesy and therefore without assuming any obligation vis-à-vis the Customer, will reserve the right to perform the said operation again in the subsequent days preceding the Service expiry date. Subject to the provisions of the Special Conditions applicable to each Service, failure to credit the Suppliers with the amount due for their renewal at least 2 (two) days before the expiry date shall be equivalent to prompt notice of termination of the Service(s) by the Customer.

The Customer acknowledges and accepts that his/her credit card details, if used to pay for the Service(s), will be stored by the Suppliers' Banking Institution to allow them to perform therewith payment of any other service provided by the Suppliers.

6.3.1 The Customer hereby acknowledges and accepts that he/she may disable automatic renewal at any time from the specific field of the Customer Area and in any case: i) by deleting and/or removing, also from the Customer Area, the unique identification code of one or more Credit Cards and/or one or more PayPal accounts and/or ii) for so-called 'PayPal' payment, by disabling independently in his or her PayPal account the option permitting the making of automatic payments. Once automatic renewal is disabled, the Service(s) may be renewed only by way of the ordinary procedure set forth in paragraph 6.2; in addition, the provisions of subsequent paragraph 6.3 will apply. The Customer hereby acknowledges and accepts that in the case described in subparagraph ii) of this paragraph, the transaction will take place in asynchronous mode.

6.4 Subject to the provisions of other documents forming part of this Contract, and unless otherwise required by the Special Conditions applicable to each Service, the Customer hereby acknowledges and accepts that on the expiry date of the last Service supplied and, in any event, at the end of the Contract for whatever reason, the Parties will automatically be discharged from their respective obligations; the Customer hereby acknowledges and accepts that it shall be his/her exclusive responsibility to obtain and store a copy of the data and/or information and/or contents processed by way of the Service(s), on the understanding that once the Contract has ended or the Service has expired, said data, information and/or contents may no longer be recoverable. In any event, the Customer hereby holds Aruba harmless, once and for all, against any and all liability for any loss or total or partial damage to the data and/or information and/or contents entered and/or processed by said Customer by way of the Service(s). The Client shall be exclusively responsible for any restoration of the data and/or information and/or contents entered and/or processed by the same, following reactivation of the Service concerned, thereby executing a new Contract if necessary.

7. Fees, payment terms and procedures, warranties

7.1 Subject to any specific, separate and different agreement between the Parties, and subject to article 9.8 below, payment of the fees due for the Services as stated in the Price List must be made by the Customer at the same time as the Order Form is sent and in any case prior to their activation.

7.2 Any payment made by the Customer will bear his/her identification number for which the Suppliers, in the person of Aruba S.p.A., will issue the respective invoice within the relevant month. VAT due will be applied to all invoiced amounts, which, together with any other tax charge resulting from implementation of the agreement, will be borne by the Customer. In any case, the Customer hereby releases the Suppliers from all and any liability resulting from transactions or payments made.

7.3 The Customer acknowledges and accepts that:

a) payment of the price of each Service must be made by one of the procedures published at <http://guide.pec.it/pagamento-e-fatturazione/gestione-pagamenti/modalita-di-pagamento-e-tempistiche-di-accredito.aspx>; and

b) for the purpose of determining the activation times, it is his/her express and exclusive responsibility to select the payment method considering the average processing time for the payments stated at <http://guide.pec.it/pagamento-e-fatturazione/gestione-pagamenti/modalita-di-pagamento-e-tempistiche-di-accredito.aspx>; and therefore,

c) it is his/her express and exclusive responsibility to renew the Services in good time in order to ensure their continuity and, in any case, before they are deactivated due to expiry, considering for this purpose also the processing times of the payments stated in letter b) of this article. Subject to the above, the Customer acknowledges and accepts, once and for all, that, in order to avoid the deactivation of each Service, the payment must be correctly credited to and registered by the Suppliers within and no later than the deadline granted by the Suppliers for renewal of the Service itself.

7.4 The Customer expressly acknowledges and accepts that the invoice may be sent and/or made available to him/her in electronic format.

7.5 The Customer may use any remaining credits he/she may have, which for whatever reason have not been allocated to any Service, to purchase or renew any other service provided by Aruba S.p.A. This right may be exercised by the Customer within a maximum of 12 (twelve) months of the date of payment of these credits according to the procedures stated at <http://guide.pec.it/pagamento-e-fatturazione/gestione-pagamenti/utilizzo-di-un-eventuale-credito-residuo.aspx>. If the above period expires before the Customer has used the aforesaid credit, the credit will be understood to have been forfeited to the Suppliers and the Customer will not be entitled to claim its repayment or use.

7.6 The provisions of these Conditions that relate to payment of the fee will not apply to orders for a Service offered on a

free promotion basis. The aforesaid Service may be renewed by the means stated in article 6 above.

8. Late payment or non-payment

8.1 The Customer may not raise objections of any kind unless he/she has first made the payments required by the Contract correctly and supplied the respective documentation to the Suppliers.

8.2 In the event that, for whatever reason, the payment of the price is not valid or is revoked or cancelled by the Customer, or is not made, confirmed or credited to the Suppliers, they reserve the right to suspend and/or interrupt the activation and/or supply of the respective Service, with immediate effect, if it has already been activated. During the suspension of the Service, the Customer will not have access to the data and/or information and/or content entered, sent and/or processed by means of the Service in question.

9. Obligations and limitations of liability of the Suppliers

9.1 The Suppliers guarantee to the Customer the supply and use of each Service on a 24/7/365 basis, in accordance with the Technical Specifications, the Contract and each of the Manuals. The Suppliers assume obligations of means rather than results and do not guarantee that the Service ordered by the Customer will be perfectly suited to particular purposes or in any case to his/her requirements.

9.2 Subject to the provisions of the individual special conditions contained in the section relating to the Service supplied, the obligations and responsibilities of the Suppliers vis-à-vis the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable to the Suppliers, they will not be liable for any amount in excess of the fee paid by the Customer for the individual Service, as ordered or renewed, which is affected by the harmful event corresponding to the month in which the said event occurred, notwithstanding the provisions set out in each Manual. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is henceforth expressly excluded. Subject to the above, with the exception of any cases expressly provided for by law, under no other circumstances, for any reason whatsoever, will the Suppliers be held liable vis-à-vis the Customer, or vis-à-vis other individuals, directly or indirectly connected or associated with the Customer, for direct or indirect damage, data loss, violation of the rights of third parties, delays, malfunctions, interruptions, whether total or partial, that may occur on the basis of the provision of the Service, if connected with, directly or indirectly, or resulting from:

a) force majeure, accidental events, catastrophic events (including but not limited to: fires, explosions, strikes, riots, etc.); and/or

b) tampering or interference with the Service or equipment by the Customer and/or third parties not authorised by the Suppliers.

9.3 The Suppliers do not create any specific backup of the data and/or information and/or content processed by the Customer by means of the Services. The Customer is therefore required to create, at his/her own expense, a complete backup of the data and/or information and/or content entered and/or processed by means of the Service and to take all the necessary security measures for their safekeeping. In any event, the Suppliers do not offer any guarantees regarding the use of the Service with regard to the protection and storage of the aforesaid data and/or information and/or content.

9.4 The Suppliers will not be deemed in any way responsible for the use made of the Services in relation to critical situations which involve, for example, specific risks of personal injury, environmental damage, specific risks in relation to mass transport services, the management of nuclear and chemical plants and medical devices; in such cases, the Suppliers declare their willingness to evaluate and negotiate with the Customer a specific "mission critical" agreement with the respective SLAs.

9.5 The Suppliers do not provide any guarantee as to the validity and effectiveness, probative or otherwise, of the Service or of any data, information, message or document associated with it or otherwise entered, communicated, transmitted, stored or in any way processed by means of the Service:

a) when the Customer intends to use or enforce them in States or jurisdictions other than Italy, with the exception, as regards the Member States of the European Union, of eIDAS Certificates, eIDAS Seals and Qualified Electronic Time Validation referred to in Section III of the Conditions.

b) for their secrecy and/or integrity (in the sense that any violations of the latter are normally detectable by the User or the recipient by means of the appropriate verification procedure).

9.6 The Suppliers shall not, in any case, assume any responsibility for any information, data, content entered or transmitted and, in any case, processed by the Customer by means of the Service, and in general for the use made of the aforesaid Service and reserve the right to take any initiative and action to protect their rights and interests, including providing the parties concerned with useful data to allow the identification of the Customer.

9.7 If the Customer is a Government Authority, the Suppliers assume all the obligations relating to the traceability of financial flows pursuant to article 3 of Law No. 136 of 13 August 2010, as subsequently amended and supplemented.

9.8 Subject to the above, the provision of Services purchased by the Customer using the Agreement Code(s) and accessing the page at <https://www.pec.it/Convenzioni.aspx> takes place in accordance with specific and separate agreements between

the third party supplying said Code to the Customer (including but not limited to a Professional Association and/or Entity to which belonging) and the Suppliers; therefore, the Customer, once and for all, acknowledges and accepts that the Services purchased using the said Code may be provided with particular and/or specific limitations and/or specifications (including but not limited to: limitations on the configuration of the chosen Service and/or its duration, option of early termination and/or early deactivation of the Service, restrictions on use, restrictions on the renewal option, financial characteristics) governed by the aforesaid agreements, which are expressly referred to herein, and relieves the Suppliers from any and all liability for any direct or indirect damage or any other damage whatsoever that is sustained and may be sustained in future due to or as a result of the aforesaid restrictions and/or specifications and for or because of all the transactions performed by the Suppliers themselves relating to the Services under the aforesaid agreements.

10. Customer's obligations and rights

10.1 The Customer is entitled to use the Service on a 24/7/365 basis, according to the Technical Specifications and the terms of the Contract, the Manuals and the annexes and documents referred to therein and acknowledges that, in the event of any violation or non-fulfilment attributable to the Suppliers or, in any case, due to partial, defective and/or non-operation of the Service, they will not be liable for any amount over the amount paid by the Customer for the individual service, ordered and renewed, which is affected by the harmful event. Any other indemnity or compensation to the Customer for direct or indirect damages of any nature and type is henceforth expressly excluded.

10.2 The Customer guarantees also pursuant to article 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that the data and information provided to the Suppliers for the finalisation of the Contract are truthful and accurate and such as to allow his/her identification and undertakes to inform the Suppliers of any change to them, including the email address stated in the Order Form. The Suppliers reserve the right to verify such data and/or information by also requesting any additional documentation that the Customer henceforth agrees to submit. Should the Customer, on identification, also by the use of false documents, have concealed his/her true identity or falsely declared to be another party, or acted in such a way as to compromise the identification process, the Customer acknowledges and accepts that he/she will be held liable, including criminally, for the false declarations and/or the use of false documentation and shall also be considered solely liable for all damages that have been and may be suffered in future by the Suppliers and/or by third parties due to the inaccuracy and/or falsehood of the information communicated, assuming henceforth the obligation to hold harmless and release the Suppliers from any claim, action and/or request for indemnity or compensation for damage that may be brought against them by anyone.

10.3.1 The Customer acknowledges that the Suppliers have no control over the Internet and that, due to the distinctive

structure of the network itself, it is not possible to guarantee its performance and functionality or to check the content of the information transmitted through it. For this reason, the Suppliers shall not be held liable for the transmission or receipt of illegal information of whatsoever nature and type.

10.3.2 The Customer is required to equip him/herself with the necessary hardware and software to use each of the Services, assuming all responsibility for its functionality and compatibility with said service and for its correct configuration. The Customer hereby releases the Suppliers from any liability concerning any configuration, operational or compatibility problems affecting the hardware and software with respect to the Services.

10.4 The Customer, assuming all risks and responsibilities in this respect, declares that he/she has all the technical knowledge required to ensure the correct administration, management and use of the Service, including the processing and/or security of the data and/or information and/or content he/she may enter by means of the Services or in any case supplied to the Suppliers, and in any case acknowledges and accepts that the processing of data and/or information and/or content that he/she has put in place through said Service and its subsequent dissemination on the Internet through the Service itself are performed solely at the Customer's own risk and under his/her responsibility. The Customer is in any case required to be aware of the provisions of current legislation and to check the accuracy of the results obtained by using the Service.

10.5 The Customer also declares that he/she is the only and exclusive administrator of the Service and, as such, declares that he/she is the only person responsible (i) at his/her own risk, for the management of the data and/or information and/or content processed by him/her by means of the Service, their security and their storage and for the performance of any other activity deemed useful or necessary to ensure the integrity thereof, and to this end undertaking to apply appropriate and adequate security measures, at his/her expense and care; (ii) for the content of the information, the sounds, texts, images, elements of form and the data that is accessible and/or made available by means of each Service and, for any reason, transmitted, distributed or made available online by the Customer; (iii) for the malfunctions of each Service due to any use that does not conform with the Aruba Services User Policy; (iv) for the loss or disclosure of the Service use codes or the additional codes assigned to him/her by the Suppliers.

10.6 Subject to the provisions regarding data processing in article 5.3 above, the Customer guarantees, with reference to third-party data he/she may process during the order procedure and/or during use of the Service, that he/she previously supplied them with the information required by article 13 of Legislative Decree 196/2003 and obtained their consent to the processing. In any event, it remains understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with it and holding the Suppliers harmless, under the terms of article 10.9 below, against any dispute, claim or

other demand that may come from third parties with reference to said processing scenarios.

10.7 The Customer undertakes to notify the Suppliers, by opening a special support ticket at <http://assistenza.aruba.it/>, of any changes in his/her personal and contact details, including the e-mail address specified at the order stage.

10.8.1 The Customer acknowledges and accepts that any operation performed through the Customer's Service is deemed to have been performed by said Customer and that third-party knowledge of the codes to use the Service or of additional codes assigned to the Customer by the Suppliers (hereinafter referred to as "Credentials"), may enable said third parties to make inappropriate use of the Service and to access information, content, data thereby processed; the Customer, therefore, considering that use of the Services allows, where required, for electronic authentication that is unequivocally attributable to the holder of the Credentials, and for actions to be performed for the purposes of Italian law and unequivocally attributable to said Customer, is required to take the utmost care when using, storing and protecting the Credentials and undertakes to store and use the Credentials with the utmost care and not to grant use to third parties unless expressly authorised and for whose conduct in any event the Customer assumes all liability.

10.8.2 The Customer is required to comply with the processes for the generation, issue, suspension and regeneration of the login Credentials, and/or of any other authentication credentials required to access the Service. The Customer, following receipt of the password, is required to change it and to keep it secret and undertakes not to disclose it to third parties, in any event holding the Suppliers harmless against any liability for any unlawful act performed with said password. The Customer also assumes the responsibility of changing the login password periodically in accordance with the security standards and data protection legislation referred to in Legislative Decree 196/2003, as subsequently amended and supplemented 180 days after its creation or after the last change thereof and in accordance with the provisions of each Manual.

10.8.3 In the event of the activation and login credentials being mislaid, stolen or lost, the Customer is required to notify the Suppliers promptly of the situation and to trigger promptly the process for issuing new authentication and login credentials.

10.9 The Customer henceforth undertakes to indemnify and hold the Suppliers harmless against any and all requests or claims by a third parties for damage caused to them by or through the use of the Services. The Customer shall bear all costs, damages and charges, including any legal costs, which could result from these liability actions and undertakes to inform the Suppliers if such action is brought against him/her.

10.10 As regards proof of all the operations carried out (including but not limited to assignments, activations, deactivations, operations log), the Customer acknowledges and accepts that only the Suppliers' LOGS kept in accordance with the law will be deemed valid.

10.11 The Customer henceforth undertakes to make every reasonable effort to respond promptly to anything that the Suppliers may have formally communicated thereto in relation to the occurrence of following circumstances:

a) there are valid grounds for believing that the Service is being used by unauthorised third parties;

b) the Customer is involved, for whatever reason, in court or out-of-court proceedings of a civil, criminal or administrative nature and in the event that said dispute concerns actions and conduct put in place through the Service;

c) the Customer's conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Contract or liable for one or more breaches of its provisions; or

d) the Customer is using faulty or uncertified equipment, or there are malfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and property.

10.12 The Customer is required to comply with the further obligations stated in the Special Conditions of each Service and all the procedures stated in the Manuals of reference of each Service published at <http://www.pec.it/termini-condizioni.aspx>.

11. Support and maintenance

11.1 Technical support is exclusively offered according to the times and procedures indicated on the website, <http://assistenza.aruba.it/>. In any event, the Customer is required to promptly notify the Suppliers of any irregularities or malfunctions that he/she may find with the Service. The Suppliers will make every reasonable effort to deal with the issues reported by the Customer as soon as possible.

11.2 Any requests for "customised" work and, in any case, work that requires the Suppliers to be informed of the codes for use of the Service or of the other codes assigned thereto by the Customer, or for access to documents, must be sent to them by means of a ticket from the website, <http://assistenza.aruba.it/>. In such cases, after a ticket has been opened, the Customer authorises the Suppliers and/or any companies appointed thereby to carry out the hardware/software work requested and/or necessary; the Customer acknowledges and agrees that the timing of this support/maintenance work will vary depending on the following criteria: a) the type of action requested; b) the arrival time of the action request; c) the nature of the priority of the action request. In order to allow correct and rapid implementation of the work requested, the Customer undertakes to provide all the specifications and information requested by the Suppliers. By sending the request for work referred to in this paragraph, the Customer:

a) declares that he/she is aware that such work may involve a high degree of risk for the operation of the Service, or for the integrity of the data and/or information and/or content entered and/or processed via the Service;

b) henceforth accepts that he/she will bear all the associated risks; and

c) hereby undertakes, prior to the work taking place, to create a full backup copy of the data and/or information and/or content entered and/or processed via the Service.

Notwithstanding the above, the Customer henceforth shall hold harmless the Suppliers and/or the Companies belonging to the Aruba Group and their staff, as well as the external Companies appointed to carry out the work and their staff, from any liability for any direct or indirect damage of any nature or kind sustained and that may be sustained due to or as a result of the operations referred to in this paragraph, including but not limited to, total or partial loss or damage of data and/or information and/or content entered and/or processed by the same Customer through the Service, and total or partial interruption of the Service itself.

11.3 The Suppliers reserve the right to suspend the provision of the Services in order to carry out technical maintenance work. Under such circumstances, the Customer shall be notified via e-mail with an advance notice of 7 (seven) days; said notification will also specify the time period within which the service will be restored.

12. Suspension of the Services

12.1 Without prejudice to the application of article 14 hereunder, the Suppliers, at their discretion and without the exercise of said right being able to be contested as a non-fulfilment or breach of the Contract, reserve the right to suspend the Service, and this may also be without notice in the event that:

a) the Customer fails to comply with or finds himself/herself in breach of even only one of the provisions contained in the Contract, including those laid down in the Aruba Services User Policy;

b) the Customer fails to respond, in full or in part, to Aruba's requests or in any event, his/her conduct is such as to raise the founded and reasonable fear that the Customer may be in breach of the Agreement or liable for one or more breaches of its provisions;

c) there are valid grounds for believing that the Service is being used by unauthorised third parties;

d) there are cases of force majeure or circumstances which, at the sole discretion of the Suppliers, require emergency action to be taken or relating to the resolution of security issues, danger to the entire network and/or persons or property; in this case, the Service will be restored when the Suppliers, at their discretion, have determined that the reasons which caused its suspension/termination have actually been removed or eliminated;

e) the Customer is involved, for whatever reason, in any court or even out-of-court proceedings of a civil, criminal or administrative nature and in any case in which the said dispute concerns actions and conduct put in place through the Service or relating thereto;

f) the suspension is required by the Judicial Authorities.

g) there are justified security or confidentiality reasons;

h) the Customer is using faulty or uncertified equipment, or there are malfunctions which may damage the integrity of the network and/or disrupt the Service and/or generate risks to the physical safety of people and property.

12.2 In any case of suspension of the Service attributable to the Customer, the Suppliers' action for damage compensation, if any, shall remain without prejudice.

12.3 During the suspension of the Service, the Customer may not have access to data and/or information and/or content entered and/or processed by him/her by means of the Service.

13. Withdrawal

13.1 The Customer, definable as a "consumer" in accordance with art. 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), may exercise the right to withdraw according to the manners and procedures set forth in arts. 52 et seq. of the Consumer Code within 14 (fourteen) days from the date of signing of the Contract as to Services and 14 (fourteen) days from the date of delivery as to Products, without any penalty and without providing the reasons. Specifically, the Customer must expressly convey his/her intent to withdraw, by using the form at <http://www.pec.it>, or another explicit declaration of his/her intent to withdraw from the Contract, by sending a notification of withdrawal exclusively by registered letter with confirmation of receipt or certified email (PEC) to the addresses given in article 19 below.

In the event of exercising the right to withdraw as to the provision of Services, the Suppliers shall reimburse to the Customer, without undue delay and in any case within 14 days from the date on which the intent to withdraw from this contract was communicated, all payments received, by using the same means of payment used by the Customer for payment, or by using the procedures agreed with the Customer without any cost being incurred by the latter as a consequence of the reimbursement.

In the event of exercise of the right to withdraw for the supply of partially customised Products, such as Digital Signature Devices comprising the Reader with smart card or SIM card, or the "Aruba Key" or "Aruba Token" (unless others expressly stated), the Suppliers shall reimburse to the consumer all payments received except for costs borne by the Suppliers strictly linked to the customisation of the Products, such as *signature and/or authentication certificate, eIDAS certificate and/or eIDAS seal, in-person identification upon delivery*. It is hereby understood that the Suppliers may suspend reimbursement until receipt of the Products or until the

Customer demonstrates having shipped them correctly, depending on which situation occurs first. The Products must be returned to the Suppliers intact, in their original packaging, together with the supporting documentation shipped therewith, in the condition of new Products that have never been used.

The Customer shall be liable for the reduction in the value of the Products if handled in a way other than that necessary for determining the nature, features and operation thereof. In this case, the costs of the Products affected by said reduction in value will be charged to the Customer.

The Customer acknowledges and accepts that the Electronic Signature Devices comprising the smart card only or the SIM card only, is a fully customised product. As such, its sale falls under the terms of art. 59.1, letter c), of Legislative Decree 206/2005 and the provisions on withdrawal in this article shall not apply. The Customer may request the disablement of said Device on a date prior to the expiration date, but shall not be entitled to obtain a total or partial reimbursement of the consideration paid. An order may be halted and possibly cancelled if the production relating thereto has not yet been commenced in any way; in such case, the Customer shall be entitled to obtain exclusively the return of the consideration paid, with the exclusion of costs already borne by the Suppliers.

13.2 The Customer, definable as a "consumer" in accordance with article 3 of Legislative Decree 206/2005 (so-called "Consumer Code"), will always have the right to withdraw from the Contract or from each Service, unless otherwise stated in the Special Conditions relating to the Service, without prejudice to the validity and effectiveness of the Contract, at any time, without any penalty and without giving any reasons, by written notification sent by registered mail with confirmation of receipt to the addresses stated in article 19 below or by certified e-mail (PEC) to the address, recessi@aruba.pec.it. Withdrawal will be effective within 30 (thirty) days from the date of receipt by Aruba S.p.A. of said notification, authorising the Suppliers, unless otherwise stated in the relevant Special Conditions, to deactivate each Service in case of withdrawal from the Contract, or, only the Service for which the right of withdrawal has been exercised, and to pay any refund of the unused portion of the fee paid for the Services affected by the withdrawal, corresponding to the number of days not used until the natural expiry date of the Contract or of the Service for which the right of withdrawal has been exercised, after deducting the costs incurred and/or to be incurred, in compliance with the provisions of art. 1, paragraph 3, of Law 40/2007.

13.3 The Suppliers reserve the right to withdraw from the Contract or from each Service at any time and without being required to state reasons, by notifying the Customer in writing, with at least 15 (fifteen) days' notice, except in cases in which:

(i) force majeure events arise;

(ii) the Customer is registered in the list of protests, is declared insolvent or has been admitted to or placed under bankruptcy proceedings;

In such cases, the Suppliers reserve the right to withdraw from the Contract or from each Service with immediate effect.

It is hereby understood by the Parties that from the effective date of withdrawal, at any time and without further notice, each Service or the Service for which the right of withdrawal has been exercised, unless otherwise stated in the Special Conditions applicable to the Service, will be deactivated and the Suppliers will reimburse the Customer for the unused portion of the fee paid, corresponding to the number of days not used until the next natural expiry date of the Contract or of the Service in question, after having deducted the costs incurred and/or to be incurred. In any event, any further liability on the part of the Suppliers due to the exercising of the right of withdrawal and/or loss of use of each Service by the Customer or the ensuing right of the latter to demand any other reimbursement or compensation or damages of any type and kind will remain expressly ruled out.

13.4 The above rule will be subject to the Special Conditions applicable to each Service.

14. Express termination clause – termination due to non-fulfilment – termination conditions

14.1 Without prejudice to the terms of other clauses of the Contract, it will be deemed to have been terminated with immediate effect, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, if the Customer:

- a) breaches the obligations provided for in Articles 10, 16 and 17 of the Conditions as well as the provisions in the documents to which they refer;
- b) violates the Aruba Services User Policy;
- c) undertakes any unlawful activity by using the Services; or,
- d) wholly or partially assigns the Contract to third parties without the prior written consent of the Suppliers.

14.2 Furthermore, in the event of failure to comply with the obligations under the Contract, the Suppliers reserve the right to send to the Customer, at any time, for all intents and purposes referred to in article 1454 of the Italian Civil Code, formal notice to be complied with within 15 (fifteen) days of receipt of the registered letter with confirmation of receipt.

14.3 As of the date of termination of the Contract, in the event of the cases provided for under this article, each Service will be deactivated without advance notice in accordance with the relevant Special Conditions. In this event, the Customer acknowledges and accepts that the amounts he/she has paid will be withheld as a penalty by the Suppliers, which will be entitled to charge the Customer for any additional cost they may incur, without prejudice, in all cases, to their right to seek compensation for any further damage suffered.

15. Amendments to the Contract, to the Aruba Policies and/or the Manuals

15.1 The Customer acknowledges and agrees that each Service covered under the Contract is characterised by constantly evolving technology; for these reasons, the Suppliers reserve the right to change, at any time and for the better, the technical and financial features of the Service and of the instruments related thereto, without this giving rise to any obligations of any kind with respect to the Customer. The software licensing costs paid through the Suppliers to their respective licensees will be adjusted automatically in the event of a price change by the licensee.

15.2 Should the Suppliers make any technical-economic changes which are deemed to be detrimental or damaging in terms of performance and/or pricing or make changes to any part of the contractual conditions, the Customer will be informed of said changes, on durable medium, by email or publication on the website at <http://www.pec.it>. The aforementioned changes will come into force 30 (thirty) days after the date of their communication. Subject to the Special Conditions relating to each Service, if the Customer does not wish to accept such changes, including those regarding the fee, he/she may exercise, within the aforementioned timescale, the right to withdraw from the Contract or the individual Service with a written communication to be sent by registered mail with confirmation of receipt to Aruba S.p.A., Loc. Palazzetto 4 – 52011 Bibbiena Stazione (Arezzo) or by certified e-mail (PEC) to the address, recessi@aruba.pec.it. If the Customer fails to exercise the right of withdrawal within the terms and in the manner indicated above, the amendments shall be deemed to have been known and definitively accepted by the same Customer.

15.3 Notwithstanding the above, the Suppliers may change the technical features, systems or resources as a result of the normal technological evolution of hardware and software components, thereby guaranteeing the Customer the same functionalities.

15.4 The Suppliers also reserve the right to amend the Aruba Services User Policy at any time because of the requirements referred to in paragraph 2 above or in compliance with provisions of law; again in this case the Customer may exercise the rights provided for in paragraph 2 above.

15.5 Aruba Pec S.p.A. reserves the right to make changes to the provisions of the Manuals/CPS relating to each Service for supervening technical, legislative and management requirements that will be effective in respect of the Customer 30 (thirty) days after the notice is published on the corporate website; again in such cases the Customer may exercise the rights provided for in paragraph 2 above.

16. Copyright and licensing

16.1 The Customer is required to use the Service in compliance with the Suppliers' intellectual and/or industrial property rights as laid down in the Aruba Services User Policy. The software, as with any other copyright or other intellectual property right, is the exclusive property of the Suppliers and/or their assignors; therefore the Customer does not acquire any right or entitlement in this regard and is only entitled to use it while the contract is in force.

16.2 In the case of licences provided by third-party suppliers through the Suppliers, the Customer acknowledges having examined their terms and agrees to use the software in accordance with the procedures specified on the respective websites exclusively for his/her own personal use. The Customer undertakes to accept and comply with the terms of these licences. The Customer declares that he/she is aware that the Licences apply between the Customer and the owner of the copyright thereon with the exclusion of any liability on the part of the Suppliers.

17. Information security

The Customer, acknowledging that the Suppliers have been awarded the ISO 27001:2005 certification and are in possession of other means and/or instruments deemed suitable for protecting information security (physical, logical, IT and organisational) in the most effective way, henceforth undertakes not to disclose or make howsoever available to third parties any confidential information known or handled in connection with the performance and/or application of the Contract in the absence of the Suppliers' specific written consent.

18. Final provisions

18.1. The Contract will cancel and replace any previous agreement that may have been entered into between the Suppliers and the Customer concerning the same subject, and will constitute the final and integral expression of the agreements entered into between the Parties on this subject. No amendment, marginal note or clause howsoever added to this Contract shall be valid or effective between the Parties, unless specifically and expressly approved in writing by both. In the event of special agreements with the Customer, these must be formulated in writing and shall constitute an addendum to the Contract.

18.2. Under no circumstances shall any breaches and/or conduct by the Customer in violation of the Contract be considered as exceptions thereto or tacit acceptance thereof, even if these are not contested by the Suppliers. Any failure on the part of the Suppliers to exercise or enforce any right or provision of the Contract shall not constitute a waiver of said rights or clauses.

18.3. Unless expressly indicated otherwise in the Contract, all notifications to the Customer relating to this contract may be provided by the Suppliers indiscriminately by hand, via e-mail, whether certified or not, through publication on the corporate website, <http://www.pec.it>, by means of registered mail with return receipt, ordinary post or by fax to the addresses and/or contact details indicated by the Customer in the Order Form and, consequently, such notifications shall be considered known by the former. Any changes to the Customer's addresses and contact details including the email address stated in the Order Form, which are not communicated to the Suppliers in accordance with the procedures set forth in the Contract, may not be the subject of a complaint thereto.

18.4. With the exception of the cases specifically provided for in the Contract, all notifications that the Customer intends to send to the Suppliers relating to the Contract, including support requests, will be sent to the contact details indicated on the website <http://www.pec.it/Contacts.aspx>.

18.5. Any total or partial ineffectiveness and/or invalidity of one or more clauses of the Contract shall not result in the invalidity of the others, which shall be deemed to be fully valid and effective.

18.6. The Customer acknowledges and accepts that the Suppliers may communicate to third parties and/or disclose in any way the details relating to the Contract (including but not limited to: the purpose, the term, the name of the Customer) as a commercial reference for the promotion of its own products or services.

18.7 Relations between the Suppliers and the Customer established in the Contract may not be understood as agency, corporate, representation, collaboration or association contracts or other similar or equivalent contractual forms.

18.8 The Customer undertakes not to transfer the Contract to third parties without the Suppliers' prior written permission.

19. Handling of disputes and complaints

Any disputes and/or claims concerning the supply of the Service may be sent to:

Aruba S.p.A.
Loc. Palazzetto 4
52011 Bibbiena Stazione (Arezzo)

by registered letter with confirmation of receipt, within and no later than 7 (seven) days from the time when the subject of the dispute and/or claim occurred. The Suppliers will investigate the communication and provide a written response within 30 (thirty) days of receipt. In the event of disputes and/or claims which, due to particularly complex circumstances, do not permit a comprehensive reply within the above timescale, the Suppliers will notify the Customer within the aforementioned timescale on the progress of the case.

20. Extended validity

This clause, the other clauses of the Conditions set out below as well as the provisions laid down in documents to which reference is made in these clauses shall continue to be valid and effective between the Parties even after the termination or the rescission for whatever reason due to or attributable to any party;

1. Definitions
5. Service activation and provision
9. Duties and limitations of responsibility of the Suppliers
10. Customer's obligations and rights
13. Withdrawal

14. Express termination clause - termination due to non-fulfilment - termination conditions

16. Copyright and licensing
17. Information security
22. Applicable law and jurisdiction
23. Reference to the Manuals

21. Processing of personal data

21.1 Subject to any relevant terms in each Section of the Conditions, the processing of the Customer's personal data disclosed by the Him/Her to the Suppliers for the purposes of the fulfilment of this Contract and the subsequent provision of the Service, will occur in compliance with Legislative Decree 196/2003, the privacy policy issued by the Suppliers during the registration process and the data processing consent given by the Customer at that time.

21.2 The Customer guarantees, with reference to third-party data handled by him/her at the order stage and/or during the use of the Services, that said parties have been provided, in advance, with the information referred to in article 13 of Legislative Decree No. 196/2003 and that said parties' consent has been obtained for processing. In any event, it is understood that, in relation to such data, the Customer shall act as Data Controller, assuming all the obligations and responsibilities associated with this role and holding the Suppliers harmless against any dispute, claim or other demand that may come from third parties with reference to such processing circumstances.

22. Applicable law and jurisdiction

22.1 The Contract will be governed exclusively by Italian law. These Conditions were drafted and prepared in observance and in compliance with the provisions contained in Legislative Decree 206/2005 (Consumer Code), in Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the creation of new businesses) and in Legislative Decree 70/2003 (Implementation of Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market); they shall be understood to be automatically modified and/or adjusted in line with the provisions on the matter in subsequent provisions of the law and/or regulations.

22.2. For any and every dispute relating to the interpretation, performance and termination of this Contract, the Court of Arezzo will have exclusive jurisdiction, except in the event that the Customer has acted and entered into this Contract in the capacity of Consumer for purposes other than business or professional activities, in which case, the Court of the location where the Customer resides or is domiciled, if located in Italy, will have exclusive jurisdiction.

23. Reference to the Manuals

For anything that is not expressly stated in these Conditions, reference will be made to the Manuals/Special Supply Conditions for each Service, published at <http://www.pec.it/termini-condizioni.aspx>

SECTION II – SPECIAL CONDITIONS FOR THE SUPPLY OF THE DIGITAL SIGNATURE SERVICE WITH OR WITHOUT CNS

1. Definitions

Where mentioned in the Contract, the terms below shall have the following meanings:

CAD: Legislative Decree No. 82 of 7 March 2005, as amended and supplemented;

Certificate(s): the definition used in the Contract to refer without distinction to the Signature Certificate and/or the Authentication Certificate and/or the eIDAS Certificate and/or the eIDAS Seal when it is not necessary to specify the certificate concerned;

Authentication certificate: The Certificate consisting of the electronic certification guaranteeing the authenticity of the information required for the online identification of the holder of the CNS issued by Aruba Pec as authorised by the Issuing Body as set forth in Presidential Decree no.117 of 2 March 2004 and in the CNS Operating Manual, and which grants access to the information systems held by the Government Authorities;

Signature certificate: The Certificate that connects the data used to verify the Digital Signature as to the holder and to confirm the identity thereof, issued by the Certifier, ARUBA PEC S.p.A., as set forth in the CAD, in the technical regulations referred to therein and in the "Digital Certification Service";

eIDAS certificate: this is the qualified electronic certificate referred to in article 3, paragraph 1, no. 15 of the Regulation, governed by the CPS Manual;

Interested Third Party: with particular reference to the Agreement Code, a party which, in the event of the issue of Certificates to sign on the basis of a role or positions held on behalf of third-party organizations that provide for the granting of powers, by third parties, to the party applying for the Certificate, is authorized to revoke and/or suspend the Certificate together with the Holder, having a direct interest in the management of the Certificate.

Private Key: the part of the pair of asymmetric keys known exclusively to its Holder, by means of which the said holder places his/her Digital Signature on an electronic document or decrypts an electronic document that was previously encrypted using the corresponding Public Key.

Public Key: the part of the pair of asymmetric keys designed to be made public, and which is used to verify the Digital Signature placed on the electronic document of the Holder of the Private Key or to encrypt electronic documents to be transmitted to the holder of said Private Key.

CNS: acronym for National Service Card, as defined in the CAD, i.e. the instrument used to gain access to the online services

provided by the public authorities for which electronic identification is required;

Digital Signature Device: the Digital Signature solution described in detail in the Manual applicable to the Certificate requested and distributed by the Suppliers to the Customer, as stated by him/her in the Request Form;;

Issuing Body: The Public Entity - The University of Calabria, with registered offices at Via Pietro Bucci, Arcavacata di Rende, 87035, Cosenza, which, as the body authorised to issue the Authentication Certificate for the purpose of performing the Contract delegates Aruba Pec to issue and manage it electronically;

Digital Signature: a particular type of advanced electronic signature based on a qualified certificate and on a system of cryptographic keys, one public and one private, related to each other, which enables the Customer via the private key and the recipient via the public key, respectively, to reveal and to verify the source and the integrity of an electronic document or of a set of electronic documents;

CNS Digital Signature: a type of Digital Signature also containing the Authentication Certificate;

Remote Digital Signature: particular type of digital signature, generated on HSM under the full control of Aruba Pec, which guarantees to the Customer exclusive control of the private keys; at the Customer's request, this signature can also be supplied with the "Verified Procedure" option as set forth in art. 19 of the Prime Ministerial Decree of 22 February 2013;

"One Shot" Digital Signature: a particular type of remote electronic signature based on a signature certificate that can only be used for signing documents originating from specific electronic processes, known as "one shot", provided on the website www.pec.it and according to the terms and limitations set out in the Manual and in the Contract.

HSM: a combination of hardware and software that creates secure devices for the generation of signatures capable of securely managing one or more pairs of cryptographic keys.

Manual(s): the definition used in this Contract to refer without distinction to the "Certification Services" Operating Manual, the "National Service Card – CNS" Operating Manual, and the CPS Manual when it is not necessary to specify the Manual concerned;

"Certification Services" Operating Manual: the manual that is published and public pursuant to the law, containing the instructions for the processes for issuing the Signature Certificate (when together with the "National Service Card – CNS" Operating Manual, Manual or also "Manuals") available for downloading from the link, <http://www.pec.it/DocumentazioneFirmaDigitale.aspx>;

"National Service Card – CNS" Operating Manual: the manual published and public by law, containing the instructions for the processes for issuing the Authentication Certificate (when

together with the “Certification Services” Operating Manual, Manual or also “Manuals”) available for downloading from the link <http://www.pec.it/DocumentazioneFirmaDigitale.aspx>;

CPS (Certificate Policy Standard) Manual: the manual that is published and public pursuant to the law, containing the instructions for the processes for issuing the eIDAS Certificate and the eIDAS Seal (when together with the “Carta Nazionale dei Servizi – CNS” Operating Manual, Manual or also “Manuals”) available for downloading at <http://www.pec.it/DocumentazioneFirmaDigitale.aspx>, which the Partner, on signing the Order Form, confirms to have seen, to have been made aware of, to accept and to follow in all of its parts;

PKI Disclosure Statement (PDS): the document which, together with the Manual/CPS, with this Contract and with the applicable regulations, governs the service of issuing eIDAS certificates and eIDAS seals.

Legal Entity: the collective which, in the case of a request for eIDAS Seals, shall be the Holder of the seal issued;

eIDAS Seal: is the qualified electronic seal referred to in article 3, paragraph 1, no. 15 of the Regulation.

Verified Mode: The mode that conditions the use of the Remote Signature upon verification of its validity by Aruba Pec, namely that the corresponding certificate has not expired, been suspended or revoked when the signature is generated.

Request Form: the form used by the Customer to request the Signature Device, containing all the information required to identify the Customer, who has completed and signed the form and sent it to the Suppliers together with the documents referred to therein.

In-person identification: process whereby the Certification Authority, as set out in the Manual, identifies the Customer for certain in accordance with article 32, paragraph 3, letter a, of Legislative Decree 82/2005, as required for the issuing of the Certificates.

Holder: the Party in whose name the Certificate(s) is/are issued on the basis of the Application Form sent to the Suppliers.

In addition to the definitions shown above, the definitions contained in section III of this Contract will apply to the certificate and iDAS seal issuing service.

2. Customer Request

2.1 The Customer may request from the Suppliers the Digital Signature Device, from the options given on the website at www.pec.it, by following the appropriate electronic procedure.

2.2 For the purposes of the provisions of paragraph 2.1 above, the Customer must communicate to the Suppliers:

- a) details, documents, correct and truthful information, specifying which of the pieces of information provided he/she wishes to exclude from the certificate;
- b) the type of Certificate he/she is requesting to be issued, from those made available;
- c) the existence of any restrictions on the use of the pair of certification keys (by way of example, powers of representation, restrictions on powers, etc.), substantiated by the relevant documentation;
- c) the existence of any prohibitions, even regulatory, in the service request;
- d) in a timely manner, any amendment to the information or details provided.

2.3. In order to request an eIDAS Seal, the Customer must present the relevant documentation as set out in the CPS Manual pertaining to the legal entity that is to be the Holder of the seal, as well as documentary proof of the Customer's powers of representation with respect to said legal entity.

2.4 The Digital Signature Device, with or without the Authentication Certificate as requested by the Customer, will only be issued in the event of a positive outcome of the checks required for this purpose; in the event of the Certificate(s) not being issued, the Suppliers will notify the Customer of the reasons for it/them not being issued, and will reimburse 50% (fifty %) of the amount paid by way of an annual fee for the Digital Signature; it is understood and the Customer acknowledges and agrees, that the remaining 50% (fifty %) will be retained by the Suppliers as compensation for the costs relating to the application for the Certificate to be issued.

2.5 The Digital Signature Device will be delivered to the Customer by the Suppliers:

- a) in the manner indicated on the Request Form from among those made available;
- b) once the In-Person Identification has been completed as indicated on the Request Form, selected from those set out in the Manual and stated on the website at www.pec.it.

2.6 In order for the Digital Signature Device to be delivered successfully, the Customer must follow the instructions provided from time to time by the Suppliers as well as any additional instructions provided by third parties entrusted by them to carry out the In-Person Identification and the delivery of the Digital Signature Device. The Customer acknowledges, also under the terms of article 5.1 of the General Conditions, that he/she may not bring any requests for indemnity and/or compensation for damage and/or claim of any kind, in the event of any failed or delayed delivery of the Digital Signature Device for reasons not attributable to wilful malice or gross negligence on the part of the Suppliers.

2.7 If the Customer has chosen the In-Person Identification at home method, he/she is aware that the Digital Signature Device will be returned to the Suppliers in the event of non-delivery.

Within the storage period stated in this article, the Customer may ask the Suppliers, according to the procedures stated on the website at http://guide.pec.it/soluzioni-firma-digitale/firma-digitale/acquisto-e-rinnovo-firma-digitale/de-visu-domicilio-firma-digitale.aspx#a_1461065571302, to make another attempt to deliver the Digital Signature Device to be performed subject to payment of the amount specified by them for this purpose.

In the event of non-delivery, the Digital Signature Device will remain in storage at the Suppliers for 6 (six) months from the date on which they give the Customer confirmation of payment of the fee due for said Device. The Customer acknowledges and accepts that, subject to withdrawal exercised according to the procedures and within the terms stated in these Special Conditions, any failure to ask the Suppliers to make another attempt to deliver the Digital Signature Device within the storage period will signify his/her waiver of any right over the Device itself and the respective fee previously paid, which, as a result, will be automatically withheld and allocated by the Suppliers as a lump-sum refund for the administrative and storage costs incurred by the Suppliers as a result of non-delivery of the Digital Signature Device. In this regard, it is understood that the Suppliers may not be held responsible for the Digital Signature Device in question or its non-delivery and will be entitled to proceed with its disposal or with the solution deemed most appropriate, after the Certificate(s) contained in it has(have) been revoked. The Customer henceforth holds harmless the Suppliers against any responsibility regarding the aforesaid Digital Signature Device and the Certificates contained therein, at the same time authorising them, hereby waiving and removing any objection, to withhold and allocate the fee paid for its purchase to a full refund of the administrative and storage costs mentioned above.

2.8 It is the Customer's responsibility to generate the pair of keys for secure signing, in accordance with the processes set out in the applicable Manual.

2.9 The Digital Signature service is considered activated on completion of the corresponding process set out in the Manual applicable to the type of Certificate requested. It is understood that the activation of the Certificates, with the exception of those to be used with the remote Digital Signature service, must be performed directly by the Customer, following the relevant process, within 12 (twelve) months of their issue; activation constitutes confirmation of the correctness of the data contained in the Certificate and acceptance thereof, and failure to do so within said timescale shall mean that the Certificate can no longer be used. In such an event, the Customer, where applicable, must purchase a new Digital Signature Device without being able to bring any claim against the Suppliers, even for a refund, because the Certificate can no longer be used.

2.10 Also notwithstanding the provisions of art. 4.1 of the General Conditions, in the event that the first Service activated for the Customer is the Electronic Signature service, the Contract will be executed and come into force with the issue of the relevant Certificate by the Suppliers.

2.11 With specific reference to the eIDAS certificate, if the Customer is purchasing the certificate for third parties authorised by the Customer, as Holders of the Certificate, the same must inform them of the conditions and obligations that apply to the Service and of the request made for a Certificate to be issued, providing them with a hard copy of this Contract, of the applicable Manual and of the issue request.

2.12 Subject to the provisions of art. 21 of Section I of the Conditions, the Customer acknowledges and accepts that, in order to perform the services governed by this Section III, certain data that he/she provides when requesting the issuing of the Certificate will be published, as indicated in the applicable Operating Manual. The Customer accepts that said data, in the event of the termination of the certification activity, may be communicated to an alternative Certification Authority or Trust Service Provider or to another identified individual in order to comply with the requirements of the applicable legislation.

2.13 The data provided by the Customer in order to activate the service will be stored for the period of time stipulated by existing legislation, as described in the Manual applicable to the selected service.

2.14 In order to request an eIDAS Seal, the Customer must present the relevant documentation as set out in the CPS Manual pertaining to the legal entity that is to be the Holder of the seal, as well as documentary proof of the Customer's powers of representation with respect to said legal entity.

3. Duration and renewal of the Certificates

3.1 The term of the Certificate is as shown in the "validity" section, unless revoked in compliance with the provisions set out in the applicable Manuals.

3.2 As set out in the Manuals, the Customer may request the renewal of the Certificate prior to its expiry and, if he/she maintains the same hardware (Digital signature device), provided that it retains the security features set forth in the relevant regulations, on which said Certificate is held, in accordance with the procedures indicated in the Manuals and in those published on the website at www.pec.it. The Customer acknowledges and accepts that the renewal of a Certificate nullifies the validity and usability of the previous one. An expired or revoked Certificate cannot be renewed.

4. Obligations of the Customer/Holder

4.1 The Customer, in the knowledge that:

a) the Signature Certificate allows records and documents solely referable to himself/herself to be signed for all purposes of Italian law;



b) the Authentication Certificate is an online identification tool which allows government services to be used;

c) the eIDAS Certificate and the eIDAS Seal allow records and documents referable to the Holder to be signed for all legal purposes within the context of the European Union;

d) the eIDAS Certificate and the eIDAS Seal must be used in conjunction with the data held on a device for the creation of a qualified electronic signature, as defined in art. 3, paragraph 1, no. 23 of the Regulation;

e) the certificates or seals issued on the basis of the provisions of this Section II must be used for the purpose described in the "KeyUsage" field therein, and any other use may result in the electronically signed documents being invalid and/or the services provided by third parties being inaccessible. Comprehensive information on the use of each certificate/seal may be found in the relevant Manual.

undertakes to take the utmost care in the use, storage and protection of the private key, the Digital Signature Device with or without CNS and the activation code (PIN) associated therewith, as well as any additional codes provided by the Suppliers for the use of the Service.

4.2 In particular, the Customer is required to adopt all the appropriate measures and to prevent the services referred to in this Section III from harming third parties.

4.3 The Customer is also liable for any damage caused to the Suppliers and/or to third parties in the event of a delay on the Customer's part in triggering the processes set out in the applicable Manual for the revocation and/or suspension of the Certificate.

4.4 In the event of a breach of even just one of the aforementioned obligations/commitments, the Suppliers shall have the right to intervene in the manner and form considered appropriate to eliminate, if possible, the breach and its effects, and to suspend/revoke immediately and without any notice the Certificates, thereby also reserving the right to rescind the Contract pursuant to the preceding Art. 14 of the General Conditions - Section I.

5. Revocation and suspension

The revocation or suspension of the Certificate may be carried out in accordance with the premises, processes and timescales indicated in the applicable Manuals to which it refers in full. Under no circumstances may the Suppliers be held liable for any direct or indirect damage suffered by anyone as a result of revocations and/or suspensions of Certificate(s) carried out in compliance with the provisions of the relevant applicable Manual, whatever the reason for these actions.

As far as the eIDAS Seal is concerned, the Customer henceforth acknowledges and accepts that the Certification Authority assumes no obligation to verify, subsequent to the issuing of the eIDAS Seal, the continued compliance with the

requirements relating to the legal entity that has consented to it being issued.

6. Deactivation of the Service prior to expiry

6.1 Subject to the provisions of article 13 of the General Conditions - Section I, if the Service is deactivated on a date that precedes the expiry, the Customer is required to make no further use of it.

6.2 In the event of the right of withdrawal from the Contract or the Service being exercised by the Customer or the Suppliers, once the aforementioned notice period has lapsed, the Remote Digital Signature Certificate will be deactivated/disabled at any time.

6.3 The exercise of the right of withdrawal by the Suppliers, pursuant to the preceding article 13 of Section I: General Conditions, and the termination of the contract pursuant to article 14 of Section I: General Conditions, will not affect the operation of the Digital Signature Device with or without CNS already active as of the effective date of the termination until the natural expiry date, except in the event of a revocation of the Certificate contained therein.

7. Modifications to the Services and changes to the conditions of the offer

In the event of changes being made to the Digital Signature Service with or without CNS, pursuant to article 15 of the General Conditions - Section I, the Services activated or renewed prior to the date of change will be maintained until their earliest expiry date, under the agreed conditions.

8. Hardware and software for the operation of the Certificate

If requested by the Customer, the Certifier will deliver to him/her, following payment of the respective cost, a signature device (hardware-Smart Card and/or reader) capable of storing and reading the Private Key thereof and generating therein the digital signatures, as well as added value software devices.

SECTION III – SPECIAL CONDITIONS FOR THE SUPPLY OF THE QUALIFIED ELECTRONIC TIME VALIDATION SERVICE

1. Definitions

Where mentioned in this Section, the terms below shall have the following meanings:

ETSI: acronym for "European Telecommunications Standards Institute", the independent international non-profit body officially responsible for establishing and disseminating standards in the field of telecommunications in the EU.

Time Validation Manual: the Service Operation Manual available at

<https://www.pec.it/DocumentazioneMarcheTemporali.aspx>, which contains the policy and description of the Qualified Electronic Time Validation Service, its features, service levels, any restrictions on its use, and the requirements for those accessing the electronic time validation verification.

Compliance evaluation body: the accredited body, pursuant to the Regulation, with authority to perform the compliance evaluation on the qualified trust service provider and on the qualified trust services provided by said provider.

Qualified trust service provider: a natural person or legal entity that provides one or more trust services as a qualified trust service provider to which the compliance evaluation body has assigned said qualification.

Regulation: Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014, on "electronic identification and trust services for electronic transactions in the internal market", the technical regulations referred to therein, the European Commission's enforcement measures thereof and any subsequent amendments and additions.

Qualified Trust Service: the electronic service consisting of the elements indicated in the Regulation and which complies with the corresponding requirements.

Service: the Qualified Electronic Time Validation Service, Qualified Trust Service provided by Aruba PEC, which satisfies the requirements referred to in article 42 of the Regulation and the ETSI EN 319 401, 421 and 422 Standards which allows a real time validation to be applied, enforceable against third parties, on an electronic document by means of a system judged to conform to the policy stated in the Manual, made available by activating an account for access to the Service according to the procedures, with the characteristics and in the terms stated in the Manual.

2. Description, duration and renewal of the Qualified Electronic Time Validation Service

2.1 : The Service referred to in this Section consists of the provision to the Customer by Aruba PEC, the Qualified Trust Services Provider, of the Qualified Electronic Time Validation Service ordered by the Customer and stated in the Order Form, which satisfies the requirements referred to in article 42 of the Regulation and the ETSI EN 319 401, 421 and 422 Standards which allows a real time validation to be applied, enforceable against third parties, on an electronic document by means of a system judged to conform to the policy stated in the Manual, made available by activating an account for access to the Service according to the procedures, with the characteristics and in the terms stated in the Manual.

2.2 The Customer will be entitled to use the Service until the purchased lot has been used up, after which the Service will be deactivated.

2.2 Once the lot is used up, if no further purchases are made, the Customer's account will remain active for 6 months, after which it will be deactivated and, in order to proceed with a new purchase, the Customer will be required to create a new account.

3. Use, revocation and suspension, deactivation of the Qualified Electronic Time Validation Service

3.1 The Service will be used in accordance with the procedures, under the terms and with the characteristics and restrictions set out in the Manuals and in the Contract.

3.2 The Suppliers guarantee the supply and use of the Service on a 24/7/365 basis, as set out in the Manual. They also guarantee that the policies according to which the Service is supplied make it accessible equally to all users without any form of discrimination.

3.3 The electronic registers of time validations issued are kept as stated in the Manual.

3.4 The Suppliers will revoke or suspend the account if one of the following circumstances arises:

- a) explicit request submitted by the account holder in writing;
- b) confirmation of breach of obligations borne by the applicant and/or account holder;
- c) abuses and falsifications;
- d) request originating from the Courts;

3.5 The Customer may ask the Suppliers to revoke/suspend/deactivate the account by means of an appropriate signed communication containing the information needed to identify him/her and his/her account and stating the reasons for requesting the revocation/suspension. The Customer acknowledges and accepts that the Service, involving the provision of a customised product, falls under the provisions under art. 13.1, last paragraph, of Section 1 of the Conditions. An order may be halted and possibly cancelled if the production relating thereto has not yet been commenced in any way; in such case, the Customer shall be entitled to obtain exclusively the return of the consideration paid, with the exclusion of costs already borne by the Suppliers.

3.6 In the event of the account being revoked, for any reason, with no exclusions and/or exceptions, the Customer will not be entitled to a refund of the fee paid.

3.7 Revocation or suspension will determine the deactivation or suspension of the relevant Service respectively.

4. Final provisions of the Qualified Electronic Time Validation Service

4.1 The Suppliers may delegate, in whole or in part, to third parties, also outside of their own organisation, individual functions or stages of the Service, retaining full responsibility vis-à-vis the Customer for the performance and supply of the Service itself, being responsible for all activities undertaken by the delegated party as if they were being undertaken by the Suppliers themselves. The Suppliers guarantee that such parties, when delegated, are required to adopt all security measures stipulated by them and all the provisions of existing legislation.

4.2 The Customer acknowledges and accepts that he/she is required to inform people accessing the verification of electronic time validations of the relevant requirements stated in the Manual.

4.3 The duties and limitations of responsibility of the Suppliers are those stated in the Manual and in the Contract. Subject to the provisions of article 2 of Section I of the Conditions, with regard to the Service referred to in this Section, in the event of a conflict, the provisions of the Manual will prevail over those of the Conditions.

SECTION IV - SPECIAL CONDITIONS FOR THE SUPPLY OF THE CERTIFIED EMAIL SERVICE

1. Definitions

Where mentioned in the Contract, the terms below shall have the following meanings:

PEC Box: Certified Email Box defined within a PEC domain with which an electronic document "transport" system is associated featuring significant similarities with the "conventional" email service, but to which features have been added that give users the certainty, with legal value, that the email messages have been sent to and received (or not) by the intended recipient;

Pec Domain: certified email domain that only contains certified email boxes.

Automatic renewal: option for the automatic renewal of the Service upon expiry, for a period equal to that initially selected by the Customer in the Order Form. Unless otherwise intended and stated by the Customer according to the procedures indicated during the ordering process, this option will be triggered automatically in the event that the Customer chooses to pay for the Service by Credit Card or via PayPal, according to the terms of article 6 of Section I of the Conditions;

Certified Email Service: the Certified Email (PEC) box or boxes, and other additional services, defined within a certified domain which has(have) been granted for use by the Customer.

User: natural person to whom the Customer grants use of the individual email box activated with the Certified Email Service,

to whom however no right and/or obligations arising from this Contract are assigned.

2. Duration and renewal of the Certified Email Service

2.1 Subject to the provisions of art. 6 of Section I of the Conditions and notwithstanding the provisions of paragraph 2 below, the Certified E-mail service shall have the duration indicated in the Order Form starting from the Confirmation of activation and shall be renewed in accordance with the frequency indicated therein.

2.2 If on the expiry date the Customer has not renewed the Certified Email Service or, although the "Automatic Renewal" option has been activated, the payment has not been validly credited to the Suppliers within the required time, for whatever reason, the Certified Email Service boxes will be suspended and the Customer may not access or use the Service. The Customer will have the opportunity to renew the Service for a further 90 (ninety) days from the date of expiry, after which the Certified Email Service boxes will be deactivated, if not renewed, with any responsibility on the part of the Suppliers being henceforth explicitly ruled out. The Customer will therefore be required to keep a backup and/or copy of the content of the Certified Email Service boxes before the expiry date as the Suppliers do not guarantee recovery of the messages following non-renewal.

3. Access to the Service

The Customer declares that he/she is the sole administrator of the Service and as such declares that he/she is the only party in possession of the login password. Notwithstanding the terms of article 10.7 of the General Conditions - Section I, the Customer has the option of deciding, at his/her own exclusive risk, whether and in what way to grant to others access to the Service; in such cases, even if access is granted to others is consented to via the services supplied by the Suppliers, the Customer declares that: (i) he/she accepts sole and exclusive responsibility for such access, being liable for it and for the activities resulting therefrom as if they had been carried out by the Customer him/herself, and (ii) he/she henceforth undertakes to indemnify and hold the Suppliers harmless against any request or claim made by anyone for damage caused thereto by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any legal costs, which may result from these liability actions and undertakes to inform the Suppliers if such an action is brought against him/her.

4. Capacity of certified email box

The Customer acknowledges and accepts that the email box(es) has(have) the capacity stated in the individual offer chosen by the Customer and that, therefore, if the maximum limit stated therein is reached it will no longer be possible to receive messages. The Customer acknowledges and accepts that it is his/her exclusive responsibility to delete messages in order to free up space. The Customer hereby relieves the Suppliers from any responsibility for the failure to receive email messages.

5. Additional Services

Customers to whom a certified email box is assigned are entitled to purchase, using the online order form and paying the respective fee, one or more of the Additional Services shown on the website at www.pec.it. The Customer acknowledges and accepts that the Additional Services will be provided in accordance with the procedures, terms and technical and financial conditions stated on the corporate website and on the support website, in the specific sections dedicated thereto, which the Customer declares he/she has viewed and accepted and to which full reference is hereby made. It remains understood that, regardless of the time of their activation, the aforesaid Additional Services will have the same expiry date as the Certified Email Box with which they are associated and may not be purchased during the 3 (three) months preceding the aforesaid expiry date. Activation and supply of the Additional Services are not governed by these Supply Conditions.

6. Documentation

The Customer acknowledges and accepts that, as required by current legislation regarding certified email, article 11 of Presidential Decree No. 68/2005, during transmission of the certified email message, the Operator keeps track of the operations performed by means of an appropriate message log. The data contained in the aforesaid log are stored by the certified email operator for thirty months. Therefore, within this period of time, the Customer may ask the Suppliers for an extract of the log file relating to a message in his/her certified email box, specifying the date on which it was sent and received, the certified email addresses of the sender and recipient(s) and optionally the subject of the message in this request. As regards any other logs generated and stored by the Suppliers, they will be displayed in accordance with current legal provisions and will constitute full and incontrovertible evidence of events and actions performed by the Customer in relation to the Suppliers.

7. Limitations of liability of the Suppliers

7.1 Under no circumstances may the Suppliers be held liable for any direct or indirect damage:

- a) caused by a failure to store messages sent and/or received and/or stored through the Certified Email Service, it being understood that such liability is assumed exclusively by the Customer;
- b) caused by the content of the messages sent and received by means of the Certified Email Service, it being understood that the civil and criminal liability for the content sent by means of the Certified Email Service lies with the Customer;
- c) of any nature, by whoever suffered, resulting from a failure to send or deliver the messages.

The above is subject to the limitations stated in article 9.2 and 9.5 of the General Conditions - Section I.

7.2 Subject to the above, if the Certified Email Service is defined within a certified domain not assigned to the Suppliers

and therefore not under their control and/or management, the Customer henceforth acknowledges and accepts that the purchased Service may be provided with particular restrictions (including but not limited to: restrictions on the duration, the option of early termination and/or early deactivation of the Service, restrictions on the renewal option), thereby relieving the Suppliers from any and all liability for any direct or indirect damage of any nature and sort sustained and that may be sustained in future due to or as a result of the aforesaid restrictions and/or because of any operation performed by the assignee/holder of the certified domain on which the certified email box is established that is the subject of the Certified Email Service.

8. Deactivation of the Service prior to expiry

8.1 The Customer acknowledges and accepts that he/she may ask for the deactivation of one or more certified email boxes activated with the Certified Email Service, on a date prior to their expiry, according to the procedures stated in article 13 of the General Conditions - Section I. If the certified email boxes are deactivated on a date that precedes the expiry, the Customer is required to make no further use of them.

8.2 In the event of the right of withdrawal from the Contract or the Service being exercised by the Customer or the Suppliers, once the notice period indicated therein has lapsed, the certified email box(es) will be deactivated and disabled at any time. In this event, the Suppliers will refund to the Customer for the portion of the price for the Service as stated in article 13 of the General Conditions - Section I.

SECTION V - SPECIAL CONDITIONS FOR THE SUPPLY OF THE DOCFLY AND DOCFLY PA INVOICING SERVICES

1. Definitions

Where mentioned in this Section V, and in the other documents referred to therein, the terms below will have the following meaning:

Alteration Agent: any code contained in an electronic document that may potentially change the representation of the information without altering its binary content (including but not limited to: macros, hidden executable codes, entirely or partly hidden worksheet formulas, sequences of characters hidden within electronic documents);

PA Invoice Delegation: document contained in article 11 of this Section V with which the Customer, having drawn up the PA Invoice(s) with the data and information in his/her

possession, expressly delegates Aruba Pec to issue and place its digital signature thereon;

List of People: List of the people designated by the Customer to operate on his/her behalf and in his/her name and interest with the Suppliers for the performance of the contract;

PA Invoice(s): the electronic document, with no executable code and/or macroinstructions, to be sent to the IS in Xml format, containing the details of the electronic invoice(s) issued by the Customer, or by Aruba Pec if delegated, pursuant to article 21, paragraph 1, of Presidential Decree 633/72 for the implementation of the provisions of law no. 244/2007 and of the Decree of the Ministry of the Economy and Finance no. 55 of 3 April 2013, as subsequently amended and supplemented.

Manual: the Electronic Document Digital Storage System Manual drawn up by Aruba Pec, accepted and fully endorsed by the Customer, available for download at http://www.agid.gov.it/sites/default/files/documentazione/manuale_di_conservazione_aruba_ver_1.2.pdf;

PA Invoicing User Manual: the document containing the Technical Specifications available at <http://kb.aruba.it/KB/a5839/manuale-fatturazione-pubblica-amministrazione.aspx>;

Panel: the area that Aruba makes available to the Customer to manage the Services through a secure app available via the web using his/her own Credentials;

Producer: is the Customer who, either personally or through natural persons appointed by him/her and included in the List of People, produces the Payment Package and is responsible for transferring its content to the storage system;

Storage Manager: the Customer, or the person appointed by him/her and included in the List of People, who is entitled to entrust third parties with performing some or all of the activities required of him/her in accordance with current legislation;

Storage Service manager: Aruba Pec after being delegated by the Storage Manager, including through the Customer according to article 6.1.1, to perform the activities stated in the Deed of Delegation referred to in article 10 of this Section V;

Automatic renewal: option for the automatic renewal of the Service upon expiry, for a period equal to that initially selected by the Customer in the Order Form. Unless otherwise intended and stated by the Customer according to the procedures indicated during the ordering process, this option will be triggered automatically in the event that the Customer chooses to pay for the Service by Credit Card or via PayPal,

according to the terms of article 6 of Section I of the Conditions;

Storage Record Sheet: List of electronic documents the Customer submits for storage with the Contract;

SLA: the service levels stated in the User Manual and/or in the Technical Specifications;

Service(s): the DocFly Digital Storage Service for electronic documents (otherwise known as "DocFly") and/or the DocFly - PA Invoicing Service, as selected by the Customer on the Order Form, as described in greater detail in the Technical Specifications and in the Manual;

Interchange System (briefly "IS"): electronic system via which the PA Invoice is sent, the operational procedures of which are established by Ministerial Decree no. 55 of 3 April 2013.

Xml: acronym of "eXtensible Markup Language", i.e. the set of rules for structuring the data being processed in text format for the purpose of sending the PA Invoice to the IS;

2. Requirements

2.1 The DocFly Service fulfils the requirement to store - for the period established in the Contract - the electronic documents of which the Customer is the Holder or, when allowed by the Technical Specifications for the Service, the electronic documents of which third parties are Holders, produced, digitally signed and handed over for storage by the Customer under a specific delegation for this purpose issued by the aforesaid third parties and guaranteeing their integrity and legal validity over time, as well as Display, and is made available to the Customer via the Panel.

2.2.1 With specific regard to the DocFly PA Invoicing Service, the Customer acknowledges and accepts that it:

- a) allows him/her to issue and transmit, his/her PA invoice(s) to the relevant Government Authority via the IS;
- b) cannot be purchased or renewed separately from the DocFly service;
- c) is made available to the Customer via the Panel;
- d) provides for the the data sent by the Customer via the Panel in Xml format to be aggregated.

2.2.2 The PA Invoice will only be sent to the relevant Government Authority via the Interchange System after the Customer has confirmed the accuracy and completeness of the data and of the information it contains and given authorisation for it to be sent. It is understood that, in addition to delivering the DocFly PA Invoicing Service, the other activities undertaken by the Suppliers are exclusively those stated in the PA Invoice Delegation containing in the Contract issued by the Customer and within the established limits;

3. Appointments and delegations

The Customer acknowledges and accepts that once the Service referred to in the preceding paragraph has been activated Aruba Pec will be understood to have accepted the appointments and/or delegations referred to in articles 10 and 11 below.

4. Duration of the Service and termination

4.1 Subject to the provisions of art. 6 of Section I of the Conditions, the Service shall have the duration indicated in the Order Form starting from the Activation Confirmation, subject to: i) any days of extension recognised pursuant to the SLA or, ii) cases of its termination as provided for in said Contract. The Contract shall be renewed in accordance with the frequency indicated therein.

4.1.1 If on the expiry date the Customer has not renewed the Service or, although the "Automatic Renewal" option has been activated, the payment has not been validly credited to the Suppliers within the required time, for whatever reason or cause, the Service will be terminated, with any responsibility on the part of the Suppliers being henceforth explicitly ruled out. Notwithstanding the provisions laid down in Art. 7.3 of Section I of the Terms and Conditions, the Customer will be entitled to renew the Service for a further 60 (sixty) days from the date of termination.

4.2 The Customer, aware of the obligations placed upon him/her exclusively by the applicable law in respect of the minimum retention period and access to the information document from time to time concerned, acknowledges and agrees that the termination of the Contract, for any reason, terminates the Service automatically. In this event, the Customer will be:

- i) prevented from submitting new documents to the Storage System; and
- ii) allowed to withdraw the electronic documents contained in the Storage System according to the procedures and within the deadlines established in the Manual and Contract, subject to the terms of paragraph 4.5 below.

4.3 In all cases of termination of the Contract and/or Service, the Suppliers will allow the Customer to recover his/her documents within a maximum of 60 (sixty) days from the termination date. The electronic documents must be withdrawn by the Customer according to the procedures established in the Manual and Contract. It is not therefore the responsibility of the Suppliers to physically return the electronic documents stored. Once this period has expired, the Customer hereby authorises the Suppliers to delete the electronic documents and associated metadata submitted for storage (and all the respective backup copies). Subject to the above, the electronic documents originally submitted by the

Customer to the Storage System will be returned to the latter in their original format, unless the aforesaid documents have been converted into another format to overcome the obsolescence of the original format; in the latter case they will be returned in the converted format. The metadata associated with the electronic documents originally supplied by the Customer will be returned at the same time.

4.4 Subject to the other relevant provisions contained in the Contract, the Customer henceforth holds the Suppliers harmless against any liability for any failure to renew the Service and undertakes to indemnify and/or hold the Suppliers harmless against any compensation claim, regardless of the originator of such a claim.

5. Obligations and limitations of liability of the Suppliers

5.1 For the entire term of the Contract, the Suppliers undertake to make available to the Customer an efficient and legally compliant Storage System accessible via the web, which operates according to organisational models that ensure its logical and physical separation from the Customer's document management system;

5.2 With regard to the software program used to deliver the Service, the Suppliers guarantee:

- a) that functionality will be restored in case of malfunction of the system and/or environment software, also as stated in the Manual;
- b) the enhancement of the functions of the software applications resulting from new innovative releases of the system and/or environment software;
- c) the adaptation of the software to the evolution of relevant current legislation.

5.3 The Customer acknowledges that the Suppliers have no control over the Internet and that, due to the distinctive structure of the network itself, it is not possible to guarantee its performance and functionality or to check the content of the information transmitted through it. For this reason, the Suppliers will not be held liable for illegal actions perpetrated by third parties to the detriment of the Customer during use of the Service via the Internet connection.

5.4 With the exception of any cases expressly provided for by law, under no other circumstances, for any reason whatsoever, will the Suppliers be held liable vis-à-vis the Customer, or vis-à-vis other individuals, directly or indirectly connected or associated with the Customer, for direct or indirect damage, data loss, alteration of the semantic content of documents, violation of the rights of third parties, delays, malfunctions, interruptions, total or partial, that may occur during the provision of the Service, where connected with, directly or indirectly, or resulting from:

- a) the presence of viruses, errors or, more generally, the presence of any Alteration Agent in the electronic

- documents, data and/or files delivered by the Customer to the Suppliers for performance of the Service;
- b) the failure on the part of the Customer to comply with the obligations and terms for the formation, transmission, shipment, delivery, payment, control and verification of the electronic documents and/or data relating to the performance of his/her activities established in the Contract included in the Manual;
 - c) the non-integrity of the representation (on video or in print) of the data or facts contained in the electronic documents or their illegibility, if the Customer has failed to comply with formation/production/issue of the electronic documents in the formats required by the Contract and/or the Manual;
 - d) the data, facts and/or information contained in the electronic documents, which will be determined only and exclusively by the taxpayer or the Customer with exemption from any liability towards third parties, including the tax authorities.
 - e) the failure to observe and/or comply with and/or breaches of the obligations attributable by law to the Customer (including, but not limited to: Privacy Code, employment, health & safety legislation, etc.);
 - f) use by the Customer, for the purpose of signing the electronic documents submitted for storage of certificates of signature that are invalid, expired or not renewed within the deadline set for Closure of filing packages;

5.5 In any case, it is understood that for the purposes of classification of the documents submitted for storage, the Suppliers will comply with the classification requirements specified by the Customer in the metadata associated with the respective electronic documents. In the event that the Customer does not provide any instructions for the classification of the incoming electronic documents, the Suppliers are hereby authorised to refuse individual documents without classification metadata or the entire submission package containing one or more documents without classification metadata.

5.6 If the DocFly - PA Invoicing Service is supplied, it is understood by the parties that:

- a) the Suppliers are required to make available the necessary functions offered with the Services only after the positive outcome of the Customer authentication procedure via the Panel;
- b) the Customer acknowledges and accepts that the Suppliers have no power, duty and/or task in relation to:
 - i. the form and content of electronic documents submitted for storage which are relevant for the purposes of tax provisions;

- ii. the metadata associated with documents supplied and submitted for storage by the Customer which are relevant for the purposes of tax provisions;
- iii. the data contained in invoices, for the determination of the nature, quality and quantity of the goods and services that are the subject of the transaction;
- iv. the data contained in PA Invoices, for the determination of the nature, quality and quantity of the goods and services that are the subject of the transaction;
- v. the content and semantics of the documents stored, the signing of which in the respective filing packages is done solely for the purpose of acknowledging that the storage process has been performed correctly, in compliance with current legislation;
- vi. the determination of the fees, tax base and rates stated in the PA Invoices;
- vii. the determination of the data required by article 21 of Presidential Decree 633/72, as subsequently amended and supplemented, and any other provisions stated in the PA Invoices;
- viii. the verification of the correct chronological sequence and numerical continuity of the PA Invoices and, more generally, of any document associated therewith;
- ix. the verification of the presence of all the data and information needed to activate the logical search functions for invoices and/or documents that are relevant for the purposes of tax provisions;
- c) in view of the above, the Suppliers cannot be held in any way liable, whether directly nor indirectly, for any harmful consequence, whether civil, criminal or tax related, which the Customer may incur for the aforesaid reasons in respect of Government Authorities and third parties due to all the transactions connected and arising from the issue and digital signing of the PA Invoices, even when this is delegated by the Customer to Aruba Pec.

5.7 the Suppliers cannot be held in any way responsible for any harmful consequence, whether fiscal, civil, criminal or tax related, which the Customer may incur as a result of the above causes.

5.8 Subject to the above, it is understood that the obligations and responsibilities of the Suppliers vis-à-vis the Customer are exclusively those defined by the Contract and therefore, in the event of any breach or default attributable exclusively to the Suppliers, it shall not be liable for an amount in excess of the limits laid down in the SLA, as stated in greater detail in article 9 below. Any other indemnity or compensation for the Customer due to direct or indirect damages of any nature and

type is hereby expressly excluded. When the SLA is not applicable, the Customer henceforth acknowledges and accepts that the Suppliers will not be required to pay him/her any compensation or indemnity and will not be responsible for any damage of any nature and sort, whether direct or indirect. In any case, even in this circumstance, the maximum amount that the Suppliers may be required to pay to the Customer must not exceed € 1.00 (one euro/00) per Gb of documents stored.

6. Customer's obligations and rights

6.1 The Customer, assuming all risks and responsibilities in this respect, warrants and represents, including pursuant to article 46 of Presidential Decree 445/2000, as subsequently amended and supplemented, that:

- a) if he/she has designated his/her own Storage Manager, he/she has received therefrom an appropriate and currently valid authorisation to fulfil the appointments and authorisations stated in articles 10 and 11 below; and
- b) that the parties designated by the Customer by means of the List of People have been assessed by him/her as experts who are reliable and able to interact independently with the Suppliers and the storage system they provide, and furthermore that the foregoing parties are bound in writing to respect the terms of the Contract, including the respective appendices, and that they in turn have declared in writing that they are informed of the content of the aforesaid documents and are aware of the provisions of current legislation governing the storage of electronic documents, including that relating to privacy. The customer assumes all responsibility regarding the actions of the aforesaid parties, undertaking to indemnify and/or hold harmless the Suppliers against any liability for any claims for damages, whether direct or indirect, made by anyone due to events attributable to the aforesaid parties. The Customer undertakes to keep the list of the above representatives up-to-date and to inform the Suppliers promptly of any change in the data stated above.

6.2 The electronic documents that are the subject of the Service will be submitted for storage by the Customer with the metadata associated with them in order to be stored electronically for the period established in the Contract. The submission for storage and display of the electronic documents will be carried out via the Management Panel that makes all the functional components supporting the storage process available to the Customer, according to the procedures and deadlines established in the Manual. Unless otherwise stated in a specific agreement, the electronic documents will be submitted for storage in the same format in which they were when submitted for storage by the Customer. In addition, the Customer agrees and accepts to, now for then, grant Aruba PEC, temporarily, for the duration of the Contract and for free, the intellectual property rights required for the regular performance of the services provided for by the Service Agreement, without incurring any obligation for Aruba PEC and

notwithstanding the ownership of said intellectual property rights for the Customer.

6.3 If the intervention of a Public Official is required, the Customer is required to provide the Suppliers with the assistance and resources needed, including financial resources, for the activities the Suppliers will assign to the same. In any event that the Customer is and remains the sole and exclusive holder of the electronic documents and data submitted by him/her for storage, expressly assuming the fullest responsibility for their content; for this purpose, the Customer henceforth relieves, and in any event undertakes to indemnify and/or hold harmless the Suppliers, against any obligation and/or responsibility to perform any direct and/or indirect verification and/or checks in this respect.

6.4 The Customer acknowledges and accepts that:

- a) for the entire duration of the Contract and at any time the Storage System is able to display the electronic documents stored therein;
- b) subject to the above, the receipt and display of the electronic documents may only take place electronically and only upon receipt of a specific request presented by the authorised parties;
- c) only the Customer and the User, and their appointees on their behalf, if specifically authorised, may submit a request to the Storage System for access and display of the electronic documents stored to obtain information of interest to them subject to legal restrictions. This information is supplied by the Storage System according to the procedures stated in the Manual;
- d) the Display of the electronic document obtained by querying the Storage System or by viewing the optical media constitute a full and legally valid display.

6.5 The Customer also acknowledges and accepts that for the entire duration of the Contract and for 60 (sixty) days after its expiry, subject to the terms of Article 4, paragraph 4, above, the Customer is the sole controller, under the terms of Legislative Decree 196/03, for the processing of any data entered and/or processed and/or present in the Storage System.

6.6 If the Customer uses the Service for the storage of documents owned by third parties, the Customer is expressly forbidden from allowing these third parties, directly or indirectly, in any way, to submit the documents and in any event to access the Service, which remains exclusively reserved solely for the Customer.

6.7.1 The Customer undertakes to do everything in his/her power to inform these third parties of all the provisions of this paragraph.

6.7.2 Any breach, directly or indirectly, also through other parties, of the aforementioned obligations, entitles and authorises the Suppliers to terminate the Contract with immediate effect.

6.8 Notwithstanding the provisions of the above paragraph and without prejudice to the other obligations stipulated in the Contract, the Manual and by the relevant existing legislation, the Customer is required:

- a) to submit for storage only electronic data and documents which are legally and fully available to him/her;
- b) not to submit for storage, transmit, send or disclose through the Service electronic documents or data containing material and/or information that is defamatory, illegal or which in any event infringes the rights of third parties, the Customer being required to ensure that the Service is used correctly by the parties authorised to access it, the Suppliers being completely exempted from any liability and from any obligation to perform verifications in this regard;
- c) to produce the documents submitted for storage in a static and non-editable form, ensuring that they do not contain:
 - i) macroinstructions corresponding to internal commands which, when specific events occur, may automatically generate changes or modifications of the data contained in the document; and/or
 - ii) executable codes corresponding to instructions, not always visible to the user, which allow the computer to change the content of the electronic document;
- d) to use the Service in compliance with the provisions of the Contract, including the Manual, in accordance with current legislation, ethics and public order;
- e) to identify and communicate to the Suppliers the types/categories of electronic documents to be submitted for storage by completing the Storage Record Sheet, and to which Holder the said documents relate;
- f) to submit electronic documents for storage in formats which conform to those described in the Storage Record Sheet;
- g) to guarantee that the electronic documents submitted for storage are free of Alteration Agents;
- h) to guarantee that the electronic documents submitted for storage include all the metadata required by the Manual, by the Storage Record Sheet and by the technical rules on the digital storage of electronic documents, including those relating to electronic documents that are relevant for the purposes of tax provisions;
- i) to guarantee that the digital signature certificates used have not been revoked or suspended;
- j) to submit electronic documents for storage no later than stated in the Storage Record Sheet;
- k) to manage the electronic document creation processes, to create and sign with a digital signature the submission packages containing the electronic documents to be submitted for storage in compliance with the Contract, including the Manual, and the Storage Record Sheet;
- l) to send the submission packages and the respective electronic documents to the Suppliers as and when established by the standards, in accordance with the

technical specifications and usable formats for the Storage System stated in the Manual and in the Storage Record Sheet;

- m) to inform the Suppliers promptly of any changes in the tax period (as defined by Presidential Decree no. 917 of 22/12/1986, as subsequently amended and supplemented) of the holders of the electronic documents submitted for storage; this notification must be sent at least 3 (three) months prior to the expiry of the new tax period in order to allow the Suppliers to proceed with the proper "closure" of the storage processes taking place;
- n) to send any communications to be presented to the Revenue Agency or to any other relevant Authority and/or Office;
- o) to perform any further formality with the relevant Authorities that may be required as a consequence of the digital storage of the electronic documents referred to in the Contract.

6.9 The Customer must draw up his/her own storage system manual, at his/her own expense, consisting of a description of the components, processes and organisation, supplemented and completed, if deemed appropriate, by the Manual.

6.10 It is also understood that the Customer assumes the civil, criminal and administrative responsibility for the content of the electronic documents submitted for storage, undertaking to indemnify and hold harmless the Suppliers against any claim by third parties or harmful consequence that may in any event result from this.

6.11 The Customer must associate a Time Validation with the uneditable electronic documents if there is none.

6.11.1 The Customer must associate each category/type of uneditable electronic document with the metadata required by law (including tax law) and the technical rules contained in article 71 of the CAD and, more generally, in current relevant legislation or any other metadata stated on the Storage Record Sheet. The aforesaid metadata must be generated by the Customer during the process of producing/creating/issuing the electronic documents.

6.12 The electronic documents created by copying images of original (including unique) documents originally created on analogue media onto electronic media, must be produced by the Customer using processes and tools which ensure that the content and form are identical to those of the analogue document from which they are drawn.

6.13 If the Customer intends to store the electronic documents obtained by scanning documents originally created on analogue media, he/she must comply with the technical rules established by the CAD.

6.14 The duty to respect the chronological order and non-continuity by tax period of the electronic documents to be stored, both when creating/producing/issuing the documents and when subsequently submitting them for storage, is borne exclusively by the Customer and reflects the duty to keep orderly accounts imposed by article 2214 of the Civil Code.

6.15.1 The submission of electronic documents to the Storage



System will be performed electronically by, at the expense and under the exclusive responsibility of the Customer, who must generate one or more submission packages for each Holder and in relation to each category/type of document, in accordance with, within the terms and in the format required by the Manual.

6.15.2 The success of the submission operation is verified via the submission report produced by the Storage Manager or Storage Service Manager in accordance with the provisions of the Manual.

6.16 During the term of the Contract, the Customer, under his/her exclusive responsibility and in any case only as allowed by the law, may dispose of the electronic documents held in storage.

6.17 If the DocFly - PA Invoicing Service is supplied, it is understood by the parties that:

- a) even if a PA Invoice Delegation is issued to Aruba Pec, the Customer is required to draw up the PA Invoice(s) with the data and information required for this purpose;
- b) the Customer henceforth acknowledges and accepts that, in any case, he/she will exclusively bear full responsibility for the content, truth, accuracy and completeness of the data sent to the Suppliers for the purpose of delivering the DocFly - PA Invoicing Service. In any event, the Customer is required promptly to provide the Suppliers with all the respective instructions sufficiently in advance.
- c) The Customer henceforth relieves the Suppliers of any responsibility for any harmful consequence, whether fiscal, civil, criminal or tax related, which the Customer may suffer for the aforesaid reasons in respect of Government Authorities and third parties due to all the transactions connected and arising from the issue and digital signing of the PA Invoices, even when this is delegated by the Customer to the Suppliers.
- d) Notwithstanding the provisions of the previous paragraph and subject to the other obligations placed on him/her in the Contract, the Customer undertakes:
 - 1) to use the DocFly - PA Invoicing Service in compliance with the Contract, in accordance with current legislation, ethics and public order;
 - 2) to guarantee that the digital signatures used to sign the PA Invoices are and remain fully valid;
 - 3) to pay any stamp duty payable on the PA Invoices. Payment of the stamp duty payable must therefore be made exclusively by and at the expense of the Customer as and when required by the law.
- e) It is also understood that the Customer assumes the civil, criminal and administrative responsibility for the content of the PA Invoices issued and sent to the relevant Government Authority through the Interchange System, undertaking to indemnify and hold harmless the Suppliers against any claim by third parties or harmful consequence that may in any event result from this.

6.18 In the event of a breach of only one of the aforementioned obligations/commitments, the Customer is

required to hold the Suppliers harmless against any damage, liability and/or responsibility, whether direct or indirect, including legal costs, that the Suppliers may suffer or incur as a result of the contested breaches, even if resulting from claims for compensation by third parties. In such an event, the Suppliers will be entitled to act in the form and manner deemed appropriate to eliminate, where possible, the breach and its effects, or to suspend or interrupt the Service, also reserving the right to terminate the Contract pursuant to article 8 below.

6.19 The Customer declares that he/she has viewed the Contract, including all the documents of which it consists, and has fully understood their content and is aware of their validity and the legal effects of the digital storage of electronic documents.

7. Service: method of use, configuration, support and maintenance

7.1 The following roles are identified for the purposes of the Service:

- a) Producer;
- b) Storage Manager;
- c) Storage Service Manager;
- d) User.

7.2 The document categories for which the Service is activated are those stated on the Storage Record Sheet. It is understood that if the Customer intends to submit for storage electronic documents belonging to different and/or additional types/categories to those stated in the Storage Record Sheet, he/she must make an appropriate written request to the Suppliers, attaching thereto a new Storage Record Sheet, prepared by the latter, without prejudice to the procedures and restrictions stated in the Manual and the Contract. In any event, the Customer acknowledges and accepts that he/she is the only party responsible for any documents with a format and/or characteristics that do not comply with the instructions given in the Manual and/or are not suitable for storage under the terms of current relevant legislation which he/she has submitted for storage and have been accepted by the Suppliers for whatever reason; the Customer also henceforth acknowledges and accepts that the Suppliers do not guarantee the legal validity and/or authenticity and/or legibility and/or integrity pursuant to the law of the documents submitted for storage with a format and/or characteristics that do not comply with the instructions given in the Manual and/or are not suitable for storage under the terms of current relevant legislation and, as a result, by sending the submission for storage request, the Customer henceforth relieves the Suppliers from any responsibility in this respect, whether direct and/or indirect, and waives the right to exercise any right and/or claim of his/her own or third parties against said Suppliers.

7.3 Subject to the above, the Service is configured as requested by the Customer, also taking into account, for each type/category of document, the specific parameters stated in the Contract and Storage Record Sheet.

7.4 Unless otherwise agreed in a specific separate agreement between the Parties, and subject to the terms of Section I of the Conditions, the technical support is provided exclusively within the timescales and according to the procedures stated in the Contract and in the Technical Specifications. In any event, the Customer is required to promptly notify the Suppliers of any irregularities or malfunctions that he/she may find with the Service.

7.5 The Suppliers reserve the right to interrupt provision of the Service to carry out technical maintenance work. Under such circumstances, the Customer will be notified by e-mail 48 hours in advance; said notification will also specify the time periods for restoration.

8. Suspension of the Service

8.1 Subject to the provisions of article 12 of Section I of the Conditions **and** without prejudice to the application of article 9 below, the Suppliers, at their discretion and without the exercise of said right being able to be contested as a default or breach of the Contract, reserve the right to suspend the Service, even without any notice, in the event that the Customer has used up the space made available to him/her:

8.2 If the DocFly - PA Invoicing Service is supplied, the Suppliers, at their discretion and without the exercise of said right being able to be contested as a default or breach of the Contract, reserve the right to suspend the Service, even without any notice, in the event that the Customer has used up the hardware resources or the number of invoices made available by the Suppliers to be issued and sent.

8.3. The Customer releases the Suppliers from all and any liability or third party claim due to any termination, suspension or interruption of the Service occurring as required by the Contract.

9. SLA and compensation

9.1 The SLA will come into force for each Customer when the Service is activated and end when it terminates. The Suppliers reserve the right to amend or replace it repeatedly during the Contract and at any time. The changes made to the SLA or the new SLA - replacing the previous one - will come into force on the date they are published on the Management Panel, as will subsequent changes or replacements.

9.2 Scheduled maintenance time is not included in any calculation of the Uptime. Planned maintenance relates to the activities performed regularly by Suppliers to maintain the

functionality of the resources of the Data Centre through which the Service is provided; it is scheduled and unscheduled.

9.3 For the purposes of granting the compensation referred to in paragraph 4, only malfunctions confirmed by the Suppliers' monitoring system will be considered.

9.3.1 Monitoring by Suppliers is carried out using specific software that detects and indicates any faults or anomalies, notifying the 24/7/365 support service in real time;

9.4 For each full hour of breach of the SLA, the Suppliers will grant to the Customer, as compensation, a Contract extension of 1 (one) day, up to a maximum of 30 (thirty) days.

9.5 Subject to the above, it is understood in any event that the Customer is not entitled to the compensation under paragraph 3 in any of the following circumstances:

a) cases of force majeure, i.e. events which, objectively, prevent the staff of the Suppliers from intervening to perform the activities required of the Suppliers by the Contract (including, but not limited to, strikes and demonstrations that block communication lines; road traffic accidents; wars and acts of terrorism; natural disasters including floods, storms, hurricanes, etc.);

b) unscheduled work to be carried out urgently at the sole discretion of the Suppliers in order to avoid endangering the security and/or stability and/or confidentiality and/or integrity of the Service and/or the data and/or the information contained therein. Notification of the performance of any such work will in any event be given to the Customer by email sent to the email address given during the ordering process, with notice of even less than 48 hours, or at the same time as the operations in question begin or in any event as soon as possible;

c) unavailability or blocking of the Service attributable to the Customer or to anomalies and malfunctions of the application/management software supplied to the Customer by third parties;

d) anomaly or malfunction of the Service, or their non-removal or delayed removal or elimination attributable to a non-fulfilment or breach of the Contract by the Customer or to an improper use of the Service by him/her;

e) causes that determine the inaccessibility of the Service, whether total or partial, attributable to faults in the Internet outside the Suppliers' perimeter and in any event beyond their control (including, but not limited to, faults or problems).

f) suspension or interruption of the Service due to non-fulfilment or breach of the Contract attributable to the Customer;

10. Appointment of Aruba PEC as Storage Service Manager

10.1.1 By accepting the Conditions, and in relation to the Services stated in this Section V thereof, ARUBA PEC is formally entrusted by the Customer, subject to a separate and specific delegation issued for this purpose by the Storage Manager, with performing the following activities:

- a) defining the characteristics and requirements of the storage system based on the type of documents to be stored, of which he/she has evidence, in accordance with current legislation, including management of the agreements, the definition of technical and operational aspects and the means of transfer by the Customer of the electronic documents submitted for storage;
- b) managing the storage process, ensuring compliance with current legislation over time;
- c) generating the submission report, according to the procedures stated in the Manual;
- d) generating and signing the distribution package with a Digital Signature in the cases required by the Manual;
- e) monitoring the proper operation of the storage system;
- f) ensuring the periodic verification, at intervals of no more than five years, of the integrity of the archives and their legibility;
- g) in order to guarantee storage and access to electronic documents, adopting measures to detect any degradation of the storage systems and records and, where necessary, restore proper functionality; adopting similar measures in respect of obsolete formats;
- h) duplicating or copying electronic documents in keeping with developments in technology, as required by the storage manual;
- i) taking the measures required for the physical and logical security of the storage system pursuant to article 12 of the Prime Ministerial Decree;
- j) requesting the presence of a public official, in the cases where his/her presence is required, providing him/her with the assistance and resources required to perform the activities assigned to him/her; any resources, including those of a financial nature, which are required for the performance of the activities assigned to the public official must be guaranteed and supported entirely by the Customer; therefore, if the Customer has not borne them directly, ARUBA PEC is hereby authorised to charge the Customer all the costs and expenses, including the fees for the activities carried out by the Public Official, if legislation requires his/her presence;
- k) providing the relevant bodies stated in current legislation with the assistance and resources needed for the verification and supervision activities to be carried out;
- l) if there are significant regulatory, organisational, procedural or technological changes, ensuring that the storage system manual referred to in article 8 of the Prime Ministerial Decree is regularly updated.

10.1.2 Aruba Pec, in light of the terms of article 44 of the CAD, will be required to verify that the electronic document storage system guarantees:

- maintenance of a unique identification of the subject who created the electronic document;
- integrity of the electronic documents placed in storage;
- legibility and easy traceability of the documents and identification details, including the original registration and classification data, in the manner and according to the terms stated in the Manual;
- respect for the safety measures stated in articles 31 and 36 of Legislative Decree no. 196 of 30 June 2003, and in the technical rules published in appendix B, as subsequently amended and supplemented.

10.1.3 Aruba Pec must also:

- complete the electronic document storage process within and no later than the deadlines agreed in the List of Electronic Documents submitted for storage and attached to the Contract;
- ensure that, within the aforesaid deadlines, the storage process is "closed", placing a Time Validation, in addition to the Digital Signature of the person assigned to carry out this formality, issued by a Certification Authority included in the official list of certifiers kept by Agenzia per l'Italia Digitale, on all the documents, or on` electronic evidence containing the footprint or footprints of the documents stored;
- display, if requested by the Customer or the Competent Authorities, the electronic documents stored and the respective electronic evidence which prove their proper storage thereof, providing the details required to assess their authenticity and legal validity.

10.1.4 It is understood that:

- a) Aruba PEC will not be responsible for any non-fulfilment or incorrect fulfilment of the duties placed on it as Storage Service Manager in all cases in which the non-fulfilment or incorrect fulfilment is not attributable to it, including, but not limited to, force majeure, natural disasters, war, actions by the Authorities;
- b) Aruba PEC will have no obligation/duty to process the electronic documents submitted for storage in order to extract the respect metadata which, therefore, must be supplied and associated with the respective documents exclusively by and at the expense of the Customer.

10.2.1 Aruba Pec, as the Storage Service Manager, may also operate through one or more individuals appointed by it to carry out activities intended for storing the electronic documents in the context of supplying the Service.

10.2.2. Aruba Pec may delegate natural parties or legal entities, fully or partially, even from outside its own organisation, to perform individual functions or stages of the storage process.

10.3 The fee for this appointment will be the one governed and established by the Contract.

10.4 This appointment of the Storage Service Manager will have the same duration as the Contract.

11. PA Invoice Delegation

For the purpose of providing the DocFly Services using the powers granted under the Contract, with acceptance of the Conditions and in relation to the DocFly PA Invoicing Service referred to in this Section V of the Conditions, the Customer authorises Aruba Pec, in relation to the DoctFly PA Invoicing Service to issue the PA invoice and place the digital signature on it, as provided for in the Contract; for this purpose the Customer acknowledges and declares that he/she retains exclusively all civil, criminal and administrative responsibility for the content of the PA Invoices issued and sent to the relevant Government Authority using the Interchange System and therefore henceforth undertakes to indemnify and hold harmless Aruba Pec against any third party claim or harmful consequence that may in any case arise from the performance of the delegated activities.

SECTION VI - SPECIAL CONDITIONS FOR THE SUPPLY OF THE ArubaID SERVICE

1. Definitions

Where mentioned in this Section V, and in the other documents referred to therein, the terms below shall have the following meaning:

Attributes: information or qualities of the Customer, used to represent his/her identity, status, legal form or other specific characteristics;

Identifying Attributes: name, surname, place and date of birth, sex, or company or trading name, registered offices, taxpayer ID or VAT number and the details of the identity document used for the purpose of identifying the Applicant;

Secondary Attributes: the land line or mobile telephone number, email address, physical and digital domicile, and any other Attributes of the Applicant, including those needed for communication between the Digital Identity Operator and the Applicant;

Electronic Authentication: verification carried out by the Operator, at the request of a Service Provider, of the validity of the Access Credentials presented by the Holder to the Operator, in order to validate his/her Electronic Identification;

ArubaID Service Charter: the document that contains information about the principles, standards and forms of

protection for the Customer purchasing the ArubaID Service published at <https://www.pec.it/DocumentazioneSPID.aspx>;

Identification Code: the specific attribute assigned by the Operator, which allows a Digital Identity to be identified unequivocally in the context of the SPID;

Credentials: the unique identity attributed, as described in the Manual, of which the Customer makes use, together with the Identification Code, to access securely, through electronic authentication, the services provided on the network by a Services Provider

DPCM: the Prime Ministerial Decree of 24/10/2014, which defines the features of the public digital identity system for citizens and businesses (SPID) and the timescales and procedures for adoption of the SPID system by government authorities and businesses.

Service Provider: the provider of information society services defined in article 1, paragraph 1, letter a), of Legislative Decree no. 70 of 09.04.2003, or of the services of an authority or public entity provided to users through information systems accessible via the web, pursuant to article 1, letter i) of the DPCM;

Electronic Identification: validation of all the data exclusively and unequivocally attributed to a party, which allow the party to be identified in the information systems by means of appropriate technologies that guarantee security of access;

Digital Identity: the electronic representation of the one-to-one correspondence between a party and its Identifying Attributes, verified through the set of data collected and stored in digital form according to the procedures referred to in the Prime Ministerial Decree of 24.10.2014 and its implementing regulations.

Manual: the Operating Manual of the ArubaID Service, published at <https://www.pec.it/DocumentazioneSPID.aspx> filed by Aruba PEC with the AgID, which is intended to describe the ArubaID Service policy, its characteristics, service levels, any restrictions on its use, the rules and operating procedures adopted by the Operator for making available and managing the Attributes used by the Holder for electronic identification via SPID;

Subscription Request Form: the form that contains all the information required to identify the party requesting the ArubaID Service and for which the subject assumes responsibility under article 76 of Presidential Decree 445/2000;

Automatic Renewal: the option that allows the automatic renewal of the ArubaID Service on expiry for a period equal to the one originally chosen by the Customer on the Order Form. Unless otherwise stated by the Customer according to the procedures indicated during the ordering process, this option will be activated automatically if the Customer decides to pay for the ArubaID Service by Credit Card or PayPal, in accordance with article 6 of Section I of the Conditions;

ArubaID Service: the digital identity service supplied by Aruba PEC to the Customer, consisting of a set of services, functions and information made available to him/her for the purpose of accessing the SPID as the holder of a digital identity, for the purposes allowed by current legislation.

SPID: acronym of "Sistema Pubblico dell'Identità Digitale" [Public Digital Identity System], a system established pursuant to article 64 of Legislative Decree no. 82 of 05.03.2005, as subsequently amended and supplemented, to which Government Authorities and businesses subscribe according to the procedures established in the Prime Ministerial Decree of 24.10.2014;

Holder: the Customer to whom a Digital Identity is assigned following a request made for the ArubaID Service.

2. Requirements

2.1. The ArubaID Service, provided to the Customer by the Suppliers in accordance with the DPCM and current relevant legislation, allows the Customer to gain online access, using a Digital Identity, to the services offered by a Service Provider and to the additional or optional services supplied from time to time by the Suppliers. The ArubaID Service is provided following verification of the identity of the Customer and after Aruba PEC has obtained, verified and certified the Attributes. Aruba PEC guarantees the assignment and delivery to the Customer of the Credentials and Identification Code in a secure manner as described in detail in the Contract and in the Manual

2.2. With particular regard to the identification procedures using audio/video sessions, as referred to in the Manual, the Customer acknowledges and accepts that the assessment of the admissibility and appropriateness of the said session (and of the documents presented on this occasion by the Customer) will be carried out at the sole discretion of the Operator and/or the staff assigned to this task by the latter.

2.3. If the Applicant's identity is verified as stated in article 7, paragraph 2, letter b) and d) of the aforementioned Prime Ministerial Decree of 24 October 2014, the personal data that will be entered in the subscription form for the ArubaID Service will be contained in the database corresponding to each tool

used. Therefore, by submitting a request for the ArubaID Service and accepting the Contract, the Customer expressly authorises the Suppliers to use the said data as Identifying Attributes and possibly as secondary Attributes, confirming their validity and correctness.

3. Activation of the Service, provision, renewal and termination

3.1. Subject to the provisions of article 6 of Section I of the Conditions, activation of the ArubaID Service takes place by means of a process that complies with current relevant legislation, according to the procedures stated below and described in detail in the Manual, to which reference is made. The ArubaID Service shall have the duration indicated in the Order Form and shall be renewed in accordance with the frequency indicated therein. The procedures for renewal of the Credentials are stated in the Manual, to which express reference is made.

3.2. The Parties understand that termination of the Contract, for whatever reason, will lead to the automatic cessation of the ArubaID Service.

3.3. The duration and procedures for renewal of the Credentials are stated in the Manual, to which express reference is made.

4. Characteristics of the Service

The Suppliers guarantee the levels of security of the Digital Identities according to the procedures and specifications stated in the Manual.

5. Suspension and revocation

5.1 The Operator will suspend or revoke the Digital Identity promptly and free of charge, as described in greater detail in the DPCM and in the Manual, and according to the procedures described therein, particularly if it has determined that:

- a) it has not been active for a period of more than 24 (twenty-four) months
 - b) the Customer has died;
 - c) the legal person to which it relates has been extinguished;
 - d) illegal use is made of the Digital Identity;
- or:
- e) it has been requested by the Customer;
 - f) following the expiry of the contract.

5.2 Revocation or suspension of the Digital Identity will lead to the deactivation or suspension of the relevant ArubaID Service respectively. If the suspension takes place following a request made by the Customer for the reasons stated in paragraph 5.1, letter d) above, Aruba PC will promptly suspend the Digital Identity for a maximum period of 30 (thirty) days,

informing the Customer. Once that term has expired, the identity will be revoked if a copy of the complaint filed with the Judicial Authority for the same facts on which the request for suspension is based is received within the same period; if not, it will be restored.

6. Obligations and liability limits of the Suppliers

The Suppliers may delegate, in whole or in part, to third parties, also outside of their own organisation, individual functions or stages of the ArubaID Service, in accordance with relevant applicable legislation, retaining full responsibility vis-à-vis the Customer for the execution and supply of the Service itself, being responsible for all activities undertaken by the delegated party as if they were being undertaken by the Suppliers themselves. The Suppliers guarantee that such parties, when delegated, are required to adopt all security measures stipulated by them and comply with all the provisions of existing legislation.

7. Customer's obligations and rights

7.1 The Customer henceforth acknowledges and accepts that he/she is required to maintain up-to-date, proactively and/or when advised by the Suppliers, the content of the Identifying Attributes listed below:

a) For natural persons:

1. details of the identity document and its expiry date;
2. the secondary attributes as defined in article 1, paragraph d) of the DPCM;

b) For legal persons:

1. registered office address
2. taxpayer ID or VAT No.
3. legal representative of the Company
4. secondary attributes as defined in article 1, paragraph d) of the DPCM

7.2 The Customer is required to inform the Suppliers as soon as any change is made to the Attributes associated with him/her.

7.3 In using the ArubaID Service, the Customer will be responsible for verifying the authenticity of the Service Provider or Digital Identity Operator if a request is made to use the Digital Identity. In this respect, the Customer acknowledges and accepts that the Suppliers are and remain uninvolved in the relationship between the Customer and the Service Provider, said relationship being governed exclusively by the relevant contractual conditions adopted completely independently by the Service Provider itself.

7.3.1. Subject to the above, the Customer will be required to take all the precautions and measures needed to ensure the

security of the Credentials referred to in the "Information on measures and precautions to protect Digital Identity" specification provided by Aruba PEC during registration.

7.3.2. Subject to the above, the Customer undertakes to file a complaint immediately with the relevant Authorities in case of loss or theft of the Credentials and to provide the Suppliers promptly, in any event within 30 days, with a copy of the complaints, as required by article 5.2 above.

7.4 The Customer also declares that he/she is in possession of all valid licenses for the software that he/she uses and will bear the associated costs.

7.5 The Customer is entitled to ask the Suppliers to inform him/her of any use of the Credentials; Aruba PEC will send the details to one of the secondary Attributes indicated for this purpose by the Holder.

7.6 The Customer also acknowledges and accepts that the Suppliers will store the documentation related to the subscription process for a period of twenty years from the date of revocation of the digital identity, in accordance with the relevant applicable legislation; it is also understood that the audio/video session will be fully recorded and stored for twenty years from the date of expiry or revocation of the digital identity using means of encryption that only allow access subject to a prior request from the Judicial Authority, the Agency during the supervision activities, or the user in case he/she is unaware of it.

7.7 The violation, whether direct or indirect, of the above obligations, will entitle and authorise the Suppliers to terminate the Contract with immediate effect. In the event of a violation of one or more of the above obligations/undertakings, the Customer undertakes to indemnify and hold harmless the Suppliers against any harm, responsibility and/or liability, whether direct or indirect, including legal costs, which the Suppliers may incur or bear as a consequence of the non-fulfilment reported, including any arising from compensation claims made by third parties. In such an event, the Suppliers will be entitled to act in the form and manner deemed appropriate to eliminate, where possible, the breach and its effects, or to suspend or interrupt the ArubaID Service, also reserving the right to terminate the Contract pursuant to article 14 below of Section I of the Conditions.

8. Handling of disputes and complaints

Subject to the provisions of article 19 of Section I of the Conditions, in order to prevent the dispute with the Holders, the Suppliers undertake to apply the conciliation procedures



as defined by the AgID. Any disputes and/or complaints concerning the supply of the ArubaID Service may be communicated according to the procedures and within the terms stated in the ArubaID Service Charter.

9. Processing of personal data

The processing of the Customer's personal data disclosed by the Customer to Aruba PEC for the purposes of the ArubaID Service will take place in compliance with Legislative Decree 196/2003, the privacy policy issued by Aruba PEC during the registration process and with the consent to the processing of the information provided at the time by the Customer; in relation to this data, Aruba PEC shall be an Independent Data Controller.

10. Reference to the Manual

For anything not expressly stated in this Section, refer to the provisions of the Manual.