



GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

Revision number	Revision date	Reason for revision
Rev. 3	04/08/2026	Technical revision

Art.1. DEFINITIONS

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- **'Customer':** the recipient of the Services covered by these General Terms and Conditions;
- **'General Terms and Conditions':** these contractual terms and conditions relating to the Services (as defined below), together with the sections describing the subject matter of the supply ('Sections'); these General Terms and Conditions form an integral and substantial part of the contracts entered into between the Partner and the Customer in relation to the Services ('Contract');
- **'Parsec 3.26':** the company that develops and maintains the SEP suite, consisting of a set of application modules for the management of Public Administrations, also provided in Software as a Service (SaaS) mode;
- **'Partner':** the reseller of the Services covered by these Terms and Conditions;
- **'Software':** the applications owned by Parsec 3.26 covered by these Terms and Conditions;
- **'Services':**
 - Professional Services: the analysis, design, activation, configuration, training, consultancy, support and maintenance activities provided by Parsec 3.26 to support the Customer in using the Software;
 - Software as a Service (SaaS): the Software and services provided to the Customer from an outsourced platform (the so-called Cloud) and managed by Parsec 3.26.

Art.2. EFFECTIVE DATE

2.1 These General Terms and Conditions shall be effective from 7 April 2025 and, until amended, shall apply to all Contracts relating to the Services signed by the Customer after that date.

Art.3. PRICE ADJUSTMENT AND RENEWAL

3.1 Parsec 3.26 reserves the right to propose an adjustment to the fees and/or charges for the Services due, inter alia, to:

- improvements and/or the development of new Software features and/or customised Services for the Customer;
- any specific agreements with the Partner and/or the Customer;



- higher data volumes or traffic for SaaS, hosting and housing services;
- any increase in the ISTAT index.

3.2 The Customer undertakes to notify Parsec or the Partner by certified email (PEC), in accordance with the contractual document in force between Parsec 3.26 and the individual Customer, if it does not intend to renew the Services for the following year.

Art.4. WARRANTIES AND LIABILITY

4.1 Parsec 3.26 warrants that the Services it provides shall be performed with the utmost diligence by personnel possessing the necessary technical and professional expertise, in accordance with the quality standards established by the quality management system procedures compliant with ISO/IEC 9001 and by the information security management system compliant with ISO/IEC 27001.

4.2 Parsec 3.26 assumes no obligations other than those set out in these General Terms and Conditions. The Partner shall be solely and exclusively liable for any provisions contained in the Contract that differ from and/or conflict with these General Terms and Conditions.

4.3 Parsec 3.26 shall not accept any charge from the Customer for interruption of the Services due to causes beyond its control, including, by way of example, strikes, natural disasters, war, acts of terrorism, riots or governmental actions, force majeure events, etc.

4.4 Except in cases of wilful misconduct or gross negligence, for which no limitation of liability shall apply, Parsec 3.26 shall be liable only for direct damage caused by it to the Customer as a result of the performance of the Services, up to the amount of the annual fee for the Service that is the subject of the claim. The agreed fees for the Services reflect this allocation of risk between Parsec 3.26 and the Customer.

4.5 Furthermore, Parsec 3.26 may not be held liable under these General Terms and Conditions where: (i) the Services are not used by the Customer in accordance with these General Terms and Conditions; (ii) the Services are used by the Customer or third parties unlawfully, illegitimately or, in any event, for purposes inconsistent with these General Terms and Conditions; (iii) the damage and/or breach is caused by the Partner, the Customer or any third-party services or products.

Art.5. TECHNICAL RESPONSIBILITIES

5.1 Parsec 3.26 disclaims all liability for defects, malfunctions and/or direct or indirect damage of any kind suffered by the Customer or third parties and attributable to the Customer's internal information system not being aligned with the technical specifications set out in the aforementioned Supported Platforms document. If the Customer identifies any non-compliance with the above specifications, it must promptly notify Parsec 3.26 in writing by certified email (PEC), so that the appropriate actions may be jointly assessed.

5.3 In any event, Parsec 3.26 Srl is under no obligation to monitor the activities carried out by the Customer and/or by third parties authorised by the Customer with regard to the correct and lawful use of the services made available to them. Accordingly, under no circumstances may Parsec 3.26 Srl be held liable for direct and/or indirect damage caused by the use of data, information or attachments uploaded to the servers by the Customer or by persons authorised by the Customer. Under no circumstances may Parsec 3.26 Srl be held liable for damage caused by malfunctions not directly attributable to it, or for improper use of the



solution by the Customer. Parsec 3.26 Srl assumes no obligations in relation to licences supplied by third parties, nor in relation to the selection and/or organisation of premises and/or equipment made available to the Customer for the use of the products and/or services purchased. Parsec 3.26 Srl does not warrant that the service or the software used to provide the service will meet Customer requirements or needs beyond those specified in the offer, the Contract or any other documentation having equal validity under applicable law, nor that the software components will be entirely free from bugs or errors.

Art.6. INTELLECTUAL PROPERTY

6.1 Parsec 3.26 is the lawful owner of the Software, know-how, methodologies and data-processing techniques used and holds all other intellectual property rights relating to the Services covered by these General Terms and Conditions.

6.2 The Customer undertakes to:

- (a) restrict knowledge and use of the Software, Services and related documentation to its personnel who require them for business purposes, and adopt all measures necessary to ensure and guarantee the required secrecy and confidentiality in accordance with Article 13 below, so that Parsec 3.26's intellectual property rights are not prejudiced;
- (b) not permit third parties to use the Software, Services and/or documentation.

6.3 For matters not governed by these General Terms and Conditions, the provisions of Italian Law No. 633 of 22 April 1941, as subsequently amended, shall apply in particular.

Art.7. ASSIGNMENT OF THE CONTRACT AND RECEIVABLES

7.1 The Customer may not, on any grounds, assign or otherwise transfer to third parties, in whole or in part, these General Terms and Conditions or the rights and obligations arising therefrom, unless otherwise specifically agreed with Parsec 3.26.

7.2 Parsec 3.26 may subcontract, in whole or in part, the Services provided for under these General Terms and Conditions, while remaining responsible to the Customer for the Services.

Art.8. PROTECTION OF PERSONAL DATA PROCESSING

8.1 In accordance with the General Data Protection Regulation (Regulation (EU) 2016/679, 'GDPR') and the related implementing legislation (jointly, the 'Privacy Legislation'), the Customer is and shall remain the sole Data Controller in respect of any personal data that may be processed for the purpose of performing the Services.

8.2 Where, in the course of providing the Services covered by the General Terms and Conditions, it becomes necessary to process personal data on behalf of the Customer pursuant to the Privacy Legislation, the Customer hereby undertakes to: (i) appoint the Partner as Data Processor pursuant to Article 28 GDPR by means of a specific appointment document attached to the Contract; and (ii) inform the Partner of the categories of data to be processed. The Customer hereby authorises the Partner to appoint Parsec 3.26 as a Sub-processor pursuant to Article 28(2) GDPR. The Processor and Sub-processor shall act in accordance with the instructions and technical and organisational measures specified, respectively, in the separate appointment and sub-appointment documents.



8.3 Where subcontractors are used to perform the Services pursuant to the second paragraph of Article 7 of this Contract, the Customer hereby authorises the appointment of such entities as Sub-processors.

Art.9. INCIDENT MANAGEMENT

9.1 Parsec 3.26 shall inform the Customer of any material event that adversely affects its ability to perform the Services within its remit, as specified in the General Terms and Conditions, effectively and in compliance with applicable legislation; in particular, it shall promptly report the occurrence of material security incidents, including so that the Customer may promptly activate the relevant management or emergency procedures.

Art.10. IT RISK ANALYSIS

Parsec 3.26 undertakes to provide, at the Customer's request or whenever changes in IT risk conditions so require, an updated report on the IT risks associated with the Services provided, so that the Customer may, where necessary, coordinate such information with the roles and procedures defined internally for the risk-analysis process.

Art.11. DATA MANAGEMENT SYSTEM

Parsec 3.26 undertakes to make the documentation relating to its data management system available to the Customer, so that the Customer may, where necessary, coordinate it with the roles and procedures defined internally.

Art.12. SECURITY AND CONFIDENTIALITY OF DATA AND INFORMATION

The Parties shall adopt all organisational measures and tools necessary to protect the confidentiality of data, documents (including contractual documents) and information of any kind relating to their activities, business organisation, customers and suppliers (the 'Information') and mutually warrant that their personnel and the personnel of companies appointed by them shall treat as confidential any Information of which they become aware during or in connection with any activity relating to the performance of the Contract. In any event, the Customer shall be liable to Parsec 3.26 for acts and/or omissions constituting breaches of the foregoing confidentiality obligations committed by its personnel or by any persons authorised by it, on any grounds, to access and use the Information.

12.1 The confidentiality obligation applies to the Information and to any data acquired or learned in the course of providing the Services to the Customer. In particular, each Party undertakes to:

- (a) ensure that the Information acquired is used solely for the purposes set out in the Contract;
- (b) keep strictly confidential any Information received from the other Party and ensure that none of such Information is disclosed to third parties unrelated to this contractual relationship, unless the other Party has given prior written authorisation;
- (c) destroy or return documents, Information and data received that are no longer necessary for performance of the Contract, at the other Party's request and, in any event, following termination of the contractual relationship, providing prompt written notice thereof.



12.2 The Parties shall retain ownership of any Information disclosed to the other Party; in particular, the Customer shall retain ownership of its data, without prejudice to the provisions of applicable law.

12.3 Data and information that are or become publicly available for reasons other than disclosure by the Party bound by confidentiality, its personnel, consultants or representatives shall not be considered confidential.

12.4 Parsec 3.26 and the Partner undertake to comply, where applicable, with the Customer's IT security policy, if any. To this end, the Customer shall provide Parsec 3.26 and the Partner in advance, for their review, with an updated copy of the documentation relating to the IT security policy.

12.5 Parsec 3.26 adopts the following ISO/IEC 27018 guidelines for PII processors in the public cloud:

General

It is company policy to comply fully with all ISO/IEC 27018 guidelines for PII processors in the public cloud, in order to provide the Customer with greater data security and confidentiality.

A.1 Consent and choice

A.1.1. Obligation to cooperate in safeguarding individuals' rights to the protection of their personal data.

SaaS systems enable the Customer to fulfil its obligations to respect individuals' personal data protection rights through anonymisation and obfuscation systems that may be activated as required.

A.2 Legitimacy and purpose specification

A.2.1 Purpose of the public cloud PII processor

Data are used exclusively to fulfil contractual obligations.

A.2.2 Commercial use by the public cloud PII processor

Data are used exclusively to fulfil contractual obligations.

A.3 Collection limitation

Parsec shall retain data within its facilities solely for the contractual period and for the period relating to decommissioning of the service, except in special circumstances requiring the company to extend the retention period (e.g. investigations by judicial authorities).



A.4 Data minimisation

A.4.1 Secure deletion of temporary files

Parsec undertakes to implement cleaning policies for the secure deletion of all data and temporary files.

A.5 Use, retention and disclosure limitation

A.5.1 Notification of personal data disclosure

Without prejudice to communications and disclosures made in compliance with legal obligations, your personal data may be disclosed in Italy and within the European Union to public and private entities following inspections, checks or investigations ordered by a judicial authority. Where ordered by the Judicial Authority, you shall not be notified of such disclosure.

A.5.2 Recording of personal data disclosures

Parsec's data extraction systems shall record all data extractions through logging systems and retain such records for two (2) years.

A.6 Accuracy and quality

No controls are relevant for the purposes of this privacy principle.

A.7 Openness, transparency and notice

A.7.1 Notification of personal data processing by subcontractors

If, after the service has commenced, it becomes necessary to entrust personal data processing to third parties not previously disclosed, the Customer shall be notified in accordance with the arrangements set out in the appointment pursuant to Article 28 of Regulation (EU) 2016/679.

A.8 Individual participation and access

No controls are relevant for the purposes of this privacy principle.

A.9 Accountability

A.9.1 Personal data breach notification

ISO 27001 management procedures ensure the correct approach to managing any incidents, also in compliance with the General Data Protection Regulation (GDPR). In the event of a Data Breach,



procedures shall be activated to ensure that the Customer is promptly informed of the breach and of the actions taken to mitigate its consequences.

A.9.2 Retention period for administrative security policies

By virtue of its ISO 9001 and ISO 27001 systems, Parsec ensures that all its security policies and administrative procedures are retained for a specific period of five (5) years after replacement, including replacement resulting from an update.

A.9.3 Return, transfer and decommissioning of personal data

The following are the detailed procedures governing reversibility of the SaaS service, through which the Customer, in anticipation of termination of the contractual relationship with the CSP, is able to retrieve all its data stored by the service.

Upon termination of the contractual relationship for any reason, Parsec 3.26 undertakes to:

1. Return—or, where possible, destroy, at the Customer's discretion—all Customer-owned Data in an open and readable format. This operation shall be carried out free of charge upon the Customer's request, submitted by certified email (PEC) to parsec326@legalmail.it and specifying the number of the contract in force, at least three months prior to termination. Parsec 3.26 shall provide the Customer with a Decommissioning Plan specifying the modules to be decommissioned and the dates of the various decommissioning stages, from delivery through to final destruction of the archives. Within ten days, the Customer may submit communications or requests concerning the decommissioning procedures.
2. If the period of ten working days from receipt of the certified email (PEC) expires without the Customer having submitted comments or issued different instructions, Parsec shall implement the Decommissioning Plan in accordance with the procedures and timelines specified therein, making the data available for download. The aforementioned period shall commence on the date shown on the delivery receipt for the certified email containing the document.
3. The Customer shall actively cooperate with Parsec and/or the Partner in order to facilitate data retrieval.
4. As provided for in the Decommissioning Plan, Parsec 3.26 shall provide a Secure FTP account containing the database relating to the service subject to reversibility. The account shall remain available to the Customer for a period of 30 days.
5. Parsec 3.26 shall ensure that the Customer can continue to use the Data without interruption, either directly or with the assistance of another service provider.
6. Upon request and subject, where applicable, to payment of additional costs, Parsec 3.26 shall reload the Customer's data into the selected system, provided that it remains the Customer's responsibility to ensure that the system is fully compatible.
7. At the Customer's request, the Supplier shall provide further technical support to the Customer and/or to a third party appointed by it for the purposes of reversibility.
8. At the end of the safeguard period specified in the Decommissioning Plan, unless the Customer has requested in writing, before expiry of that period, a different schedule or an extension of the safeguard period, Parsec shall delete all Customer reference data using secure data-deletion processes.

A.10 Information security



A.10.1 Confidentiality or non-disclosure agreements

All persons operating under Parsec's control who have access to personal data are subject to confidentiality obligations. Such obligations shall continue after expiry of the contractual term.

A.10.2 Limitation on the creation of hard copies

The printing of material containing personal data shall be limited to what is necessary for contractual purposes.

A.10.3 Control and logging of data restoration

Parsec implements a procedure designed to ensure the traceability and control of data-restoration operations. The log relating to data-restoration activities shall contain at least the name of the person who carried out the activity, a description of the data restored and the data that were restored manually.

A.10.4 Protection of data on media located off-site

Parsec does not transfer information by moving physical media (e.g. hard drives).

A.10.5 Use of unencrypted portable media and devices

Parsec does not transfer information by moving physical media (e.g. hard drives).

A.10.6 Encryption of PII transmitted over public data-transmission networks

Parsec adopts encryption techniques to protect personal data transmitted over public networks.

A.10.7 Secure disposal of paper material

Parsec adopts disposal and destruction policies in accordance with ISO 27001 standards, ensuring the secure disposal of paper material.

A.10.8 Exclusive use of user IDs

All users with access to company systems are uniquely identified in the database; it is therefore possible to identify with certainty every action performed within the system.

A.10.9 Register of authorised users



The list of enabled and disabled users who have access to the systems and, consequently, to the data is constantly updated. This system makes it possible to trace actions taken even by users who are currently disabled, for example because they no longer belong to the organisation.

A.10.10 User ID management

The identifiers of users who are no longer active in the system may not be reassigned to other users.

A.10.11 Contractual measures

Parsec defines contractual clauses with customers to whom it provides cloud services in order to protect their data. Customer data shall be used by Parsec solely for activities requested by the Customer.

Any changes to the security measures already described in this document and in the attached technical sheets shall be communicated to the Customer. These clauses may not be amended unilaterally by Parsec.

A.10.12 Processing of personal data by subcontractors

The processing of Customer data by Parsec subcontractors is subject to the same safeguards set out in the main contract between Parsec and the Customer. The subcontractor may not unilaterally amend those terms and safeguards.

A.10.13 Access to data in previously used storage spaces

Parsec ensures that no customer can view data other than the data pertaining to that customer.

A.11 Privacy compliance

A.11.1 Geographical location of personal data

The servers on which Parsec stores data are located within the European Economic Area.

A.11.2 Intended destination of PII

Parsec implements data controls designed to ensure that the data reach their intended destination.

ART.12 COMPLIANCE WITH PERSONAL DATA PROTECTION LEGISLATION



Parsec 3.26 has implemented an Organisational Model for Personal Data Protection (MOPD), which ensures high standards of personal data protection.

Art.13. TAXES AND DUTIES

Any tax, duty or fiscal charge imposed now or in the future on the Contract or on the consideration provided for therein shall be borne exclusively by the Customer, with the exception of income and property taxes payable by Parsec 3.26.

Art.14. AMENDMENTS

Where necessary due to subsequent regulatory or corporate changes or as a result of the evolution of the Software and Services, Parsec 3.26 shall be entitled to amend these General Terms and Conditions. In such case, the Customer shall have 30 days from receipt of the notice concerning those amendments to submit any comments. Once that period has expired, in the absence of comments, the amendments shall be deemed accepted.

Art.15. JURISDICTION

Any dispute relating in any way to these General Terms and Conditions shall be subject to the exclusive jurisdiction of the Court of Lecce, with express waiver of any alternative or concurrent jurisdiction.

SECTION (A) – Routine Maintenance Services

Art.16. SUBJECT MATTER OF THE SERVICE

Parsec 3.26 undertakes to provide the Customer, which accepts, with its 'Routine Maintenance Service' under the conditions set out in the following articles.

Art.17. DESCRIPTION OF THE SERVICE

17.1 The Routine Maintenance Service provided by Parsec 3.26 consists of:

1. Corrective maintenance aimed at remedying any Software malfunctions and preparing a new release, including a description of the corrections made, which Parsec 3.26 shall make available to all Customers without additional charge.



2. Regulatory maintenance, involving the updating of the Software as necessary to comply with legislative, regulatory or administrative changes occurring during the contractual period. Otherwise, the provisions of the following paragraph shall apply.

3. Enhancement maintenance aimed at improving the Software, consisting of the preparation of improvements and/or implementations that Parsec 3.26, on its own initiative, shall make available to all Customers without additional charge.

For products provided in SaaS mode, each release shall be documented, notified in advance, centrally activated by Parsec 3.26 and made immediately available.

17.2 The Routine Maintenance Service includes only the services listed above in relation to the latest Software release made available by Parsec 3.26. Any activity or supply not expressly mentioned shall be excluded. By way of example and without limitation, the following services are excluded:

- (a) Software modifications requested by the Customer;
- (b) training of the Customer's personnel;
- (c) data-entry activities;
- (d) telephone costs incurred by the Customer;
- (e) Internet connection costs incurred by the Customer;
- (f) work carried out on the Customer's local infrastructure/Data Centre relating to disks and/or programs and/or archives that are operating irregularly for reasons not directly attributable to Parsec 3.26 or unrelated to the subject matter of the supply, such as poor-quality media, processing-unit failures, customisations or changes made by the Customer or third parties, accidental causes, disasters, force majeure events, transport, negligence, misuse, etc.;
- (g) any installation, start-up and activation of new Software releases at the Customer's local infrastructure/Data Centre (On Premises);
- (h) backup of data at the Customer's local infrastructure/Data Centre before installing new releases and any subsequent restoration where the Software functions at the Customer's local infrastructure/Data Centre (On Premises) cannot be accessed;
- (i) any activities resulting from changes made by the Customer or any third party acting on its behalf to the Software configuration that differ from those described in the operating manuals.

Accordingly, any other work requested by the Customer that does not fall within the scope detailed above shall be assessed by Parsec 3.26 and shall be the subject of a specific quotation.

Art.18. TIME AND PLACE OF PERFORMANCE

18.1 The Routine Maintenance Service shall be provided remotely on business days only, Monday to Friday, from 8:30 a.m. to 1:30 p.m. and from 3:00 p.m. to 6:00 p.m.

Art.19. CUSTOMER OBLIGATIONS

19.1 If the Customer discovers an error in the Software, it must promptly report it in writing by certified email (PEC) or email. Any prior telephone notification of the error by the Customer, although appreciated, may not be used for calculating service levels. At Parsec 3.26's request, the Customer shall also provide all data and documentation necessary to reproduce, diagnose and correct the error.



Art.20. NEW SOFTWARE VERSIONS

Parsec 3.26 may develop new versions of the Software, additional modules, or updates and/or improvements of particular significance; such new versions may be offered to the Customer for additional consideration, to be formalised from time to time in separate agreements.

SECTION (B) – Services provided for the use of Software as a Service

Art.21. SUBJECT MATTER OF THE SERVICE / RULES FOR SOLUTIONS PROVIDED BY PARSEC AND DEVELOPED BY OTHER COMPANIES

21.1 Parsec 3.26 undertakes to provide the Customer, which accepts, with the SEP suite modules in 'Software as a Service' mode from a cloud platform (hereinafter the 'SaaS Service') and the related professional services, under the conditions set out in the following articles, for the entire contractual period.

21.2 At the Customer's request, Parsec may from time to time provide solutions developed by other companies with which it has partnership arrangements. Where licences from third-party suppliers are provided through Parsec 3.26 Srl, the Customer, on its own behalf and on behalf of any third parties to whom it has granted access to the service, acknowledges that it has reviewed the applicable terms and undertakes to use the software in accordance with the procedures indicated on the relevant websites and/or links and/or user manuals, exclusively for the use specified in the offer/Contract and solely for lawful purposes under applicable legislation. The Customer undertakes to accept and comply with the terms of those licences. The Customer acknowledges that the licences are entered into between the Customer and the relevant copyright owner, to the exclusion of any liability on the part of Parsec 3.26 Srl.

Art.22. DESCRIPTION OF THE SERVICE

22.1 The SaaS Service allows the Customer to use the SEP application modules through a web browser using the Internet connectivity services subscribed to by the Customer with a Service Provider. For the provision of the SaaS Service and until expiry of the Contract, Parsec 3.26 shall use ACN-qualified CSPs (Cloud Service Providers). The Data Centres on which the applications shall be activated and the Customer's data stored are located within the European Union.

22.2 The SaaS Service is qualified in the AGID Marketplace, complies with the GDPR (Regulation (EU) 2016/679 of 27 April 2016) and complies with the 'Recommendations and proposals on the use of cloud computing in public administration' (DigitPA 2012).

22.3 The Customer's data are stored in encrypted form on storage systems. Information transmitted between the Data Centre and the Customer over the Internet is carried through an encrypted connection using the HTTPS cryptographic protocol (HyperText Transfer Protocol over Secure Socket Layer).

22.4 The SaaS Service consists of:

- (a) a licence to use, as part of the Service, the application modules of the Software covered by the supply;
- (b) hosting and delivery of application solutions on ACN-qualified CSPs (Cloud Service Providers), made available by Parsec 3.26 and appropriately sized for the activated modules;
- (c) data backup and assurance of data integrity;
- (d) geographical disaster recovery to ensure restoration of the Service.



22.5 As part of the SaaS Service, Parsec 3.26 provides the Routine Maintenance Service described in Article 17, including the updating of activated application modules to the latest released and available version. At the Customer's request, optional data-restoration services from Backup shall be provided.

Art.23. SERVICE LEVELS

23.1 The following service levels shall apply:

- a) The SaaS Service shall be available 24 hours a day, 365 days a year, except during maintenance windows, with uptime guaranteed for 99.50% of the time referred to in point (b) below, calculated monthly.

23.2 Professional services are generally guaranteed on all business days, Monday to Friday, from 8:00 a.m. to 6:00 p.m., unless otherwise specifically agreed. The Trouble Ticketing portal at <https://sam.parsec326.it> may be used to submit support requests and is available 24 hours a day, 365 days a year. Each request shall be taken in charge by the Help Desk operator during business hours, Monday to Friday from 8:30 a.m. to 6:00 p.m., within the following two working hours. The operator shall analyse and classify the request by severity. The available categories are:

- a) corrective maintenance: reports classified as CRITICAL, where one or more services are completely unavailable, or where no SaaS Service is unavailable but critical functions of one or more application modules are unavailable or malfunctioning, shall be resolved, including temporarily through the adoption of workarounds. The progress status of submitted requests may be viewed through the portal;
- b) routine regulatory maintenance: updates shall be released in sufficient time to ensure regular operation by the date imposed by the new provision;
- c) user support: a Parsec 3.26 consultant shall promptly contact the user by telephone or email based on the request. Clarifications, suggestions or instructions shall be provided where they can be understood quickly and easily. Where the request involves training or a specific functional-configuration requirement, the consultant shall propose that the Customer schedule a dedicated intervention;
- d) updating of activated application modules to the latest released version, in order to ensure that the Customer's applications remain continuously up to date. Where a different procedure is required, Parsec 3.26 shall agree in advance with the Customer on the date and time when the update will be activated.

Art.24. ACCESS TO SERVICE DATA

24.1 Parsec 3.26 grants the Customer the right to carry out a specific IT audit to verify compliance with the contractual requirements and standards agreed in Article 25 and their proper implementation. The Customer may carry out this activity using qualified Customer personnel or through third parties selected by the Customer.

24.2 Requests for access must be submitted to Parsec 3.26 in writing through the Trouble Ticketing portal at <https://sam.parsec326.it> and must specify the appointed persons and the data/premises concerned.

24.3 In order to maintain an adequate level of confidentiality and security for IT assets and databases, as well as the correct operation of the SaaS Service, the activity referred to in this Article must be organised in accordance with plans and procedures agreed between the Parties. The activities must be carried out using rigorous methods designed to:



- (a) avoid compromising the security, confidentiality, integrity and availability of data, and the related processing activities, for which other users are the Data Controllers;
- (b) avoid interfering with or adversely affecting the normal and proper conduct of Parsec 3.26's activities;
- (c) avoid compromising the confidentiality of Parsec 3.26's corporate and commercial organisation and the secrecy of its business information and technical and industrial experience, including commercial experience;
- (d) ensure that any access is carried out in compliance with the security measures adopted by Parsec 3.26.

24.4 The costs associated with access shall be borne by the Customer.

Art.25. REPORTS AND PENALTIES

25.1 At the Customer's request, a report shall be delivered for the purpose of verifying the Service Level Agreements (SLAs) contractually agreed under Article 23. The report shall be delivered at intervals corresponding to the 'assessment period' specified in the Contract.

25.2 Any penalties applicable to either Party shall be defined in the contract entered into with the individual Customer.

Art.26. LIMITATIONS

The Service Levels referred to in Article 23 above shall not apply, and the relevant penalties may consequently not be claimed, in the event of service-delivery problems or unavailability:

- arising from the use of services managed by other suppliers, including, by way of example, problems caused by inadequate Internet bandwidth or relating to third-party hardware, software or services;
- arising from the Customer's use of the SaaS Service in a manner that does not comply with its characteristics and functions or with the documentation or instructions published by Parsec 3.26, such as attempts to perform unsupported operations;
- arising from the performance of unauthorised activities, failure to perform activities indicated by Parsec 3.26, or failure to comply with appropriate security procedures, such as setting passwords that do not meet minimum security criteria or disclosing passwords;
- arising from failure to comply with the configurations specified in the Supported Platforms document;
- arising from incorrect inputs, instructions or arguments, attempts by the Customer to perform operations exceeding the ordered quotas, such as an excessive number of users, or from restrictions imposed in relation to suspected offensive conduct;
- arising from use of the SaaS Service during the availability period but outside the guaranteed application hours referred to in Article 23;
- due to factors beyond Parsec 3.26's reasonable control, such as natural disasters, war, acts of terrorism, riots or governmental actions, or to network problems or device failures outside the AWS Data Centres, whether at the Customer's site or between the Customer's site and the AWS Data Centre;
- In any event, Parsec 3.26 Srl is under no obligation to monitor the activities carried out by the Customer and/or by third parties authorised by the Customer with regard to the correct and lawful use of the services made available to them. Accordingly, under no circumstances may Parsec 3.26 Srl be held liable for direct and/or indirect damage caused by the use of data, information or attachments uploaded to the servers by the Customer or by persons authorised by the Customer. Under no circumstances may Parsec 3.26 Srl be held liable for damage caused by malfunctions not directly attributable to it, or for improper use of the solution by the Customer. Parsec 3.26 Srl assumes no obligations in relation to licences

Parsec 3.26 S.r.l.

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supplied by third parties, nor in relation to the selection and/or organisation of premises and/or equipment made available to the Customer for the use of the products and/or services purchased. Parsec 3.26 Srl does not warrant that the service or the software used to provide the service will meet Customer requirements or needs beyond those specified in the offer, the Contract or any other documentation having equal validity under applicable law, nor that the software components will be entirely free from bugs or errors.

Art.27. PREREQUISITES FOR USE OF THE SERVICES

In accordance with the agreed activation plans, the Customer undertakes to deploy suitable resources to ensure:

- (a) the support of the Customer entity's personnel required by Parsec 3.26 to activate the SaaS Service;
- (b) the configuration of its security systems, including firewalls and proxies, for connection to the SaaS Service;
- (c) all precautions necessary to protect data through the installation of up-to-date antivirus software;
- (d) the preparation of an application environment on user workstations suitable for operation of the SaaS Service, including personal computers, operating systems and web browsers, as described in the Supported Platforms document;
- (e) the safekeeping of the credentials assigned for use of the SaaS Service;
- (f) a guarantee that it shall not, in any manner or form, allow third parties and/or persons outside its organisation to use its authentication and access credentials, except with specific, detailed and express authorisation agreed in writing with Parsec 3.26.

Art.28. EXCLUSIONS

The SaaS Service does not include:

- (a) specific user training on application functions;
- (b) restoration of data from Backup for specific Customer requirements;
- (c) systems consultancy for accessing the system using tools other than those provided for in the Supported Platforms document.

Art.29. TERMINATION OF THE SERVICE

The Customer must notify its intention not to renew the SaaS Service for the following year in writing by certified email (PEC), within the period specified in the Contract. If the SaaS Service is not renewed, Parsec 3.26 shall continue to provide the SaaS Service without interruption until the Contract expiry date, guaranteeing the SLAs and maintaining the applicable financial conditions. Within 15 days of receiving the non-renewal notice, Parsec 3.26 shall provide the Customer with a document describing the SaaS Service deactivation process, including the timetable and the format in which the data will be delivered. The SaaS Service deactivation process provides for two complete data exports, one test export and one final export. Where the Customer requests assistance from specialist technicians for decommissioning the SaaS Service and migrating to another solution, a specific order shall be prepared for the support activities. In any event, until expiry of the Contract, Parsec 3.26 and the Partner shall provide the necessary assistance in accordance with fairness and good faith, in order to enable the Customer to transfer its data in an orderly



manner. Data related to and resulting from provision of the SaaS Service shall be retained in Parsec 3.26 systems for the period specified in the Decommissioning Plan, unless otherwise agreed or required by mandatory law. After that period, the data shall be destroyed. This procedure is intended to protect Parsec 3.26's industrial and organisational secrets, as well as the Customer's right to retain permanent and continuous full possession of its data and certainty that the data will be deleted from Parsec 3.26 systems at the end of the safeguard period. With regard to the decommissioning and data deletion/return process, reference is made to paragraph 'A.9.3 Return, transfer and decommissioning of personal data'.

ART.30. FEES

30.1 It is specified that the agreed fee for the SaaS Services shall remain payable even where the SaaS Service cannot be provided for reasons not attributable to Parsec 3.26, including, by way of example, inability to access the Internet during normal working hours or unavailability of the Customer's workstations, offices or personnel.

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