

ADDITIONAL CONDITIONS FOR "NAMIRIAL ARCHIVE" DOCUMENT SERVICES**Section I - General provisions****1. Value of these Additional Conditions**

These Additional Conditions (hereinafter referred to as the "Additional Conditions") govern the of the document services (hereinafter referred to as the "Service").

These Additional Conditions supplement the General Conditions and refer to the Service(s) indicated in the Commercial Proposal.

In the event of conflict between the General Conditions s and these Additional Conditions, the latter shall prevail.

These Additional Conditions are attached to the specific Conditions for the provision and use of certain Services that require specific regulations. They are an integral and essential part of the Agreement and, in the event of any conflict, prevail over these Additional Conditions.

With reference to each Service that includes the Preservation module, the Specific Conditions of the Preservation Service will also apply in accordance with the law.

The provisions contained in Section II, "Specific Conditions for the Optional 'AI Classification' Module," apply solely where the Client has purchased and activated the relevant module, as indicated in the Commercial Proposal/Offer and, where applicable, in the Activation Request and/or Service Sheet. Otherwise, these provisions shall not be applicable.

2. Definitions

In addition to the definitions included in the General Conditions, the following definitions are taken into account in addition to and/or in substitution.

"Application Form": where applicable, is the document proposed to the Client by Namirial, the Partner or the Reseller, which, together with the Service Sheet (where applicable), contains certain specificities of the contract.

"AgID": Agency for Digital Italy.

"Authentication Credentials": is/are the code(s) for identifying the Client, known exclusively to the latter or to the User designated by the Client to access the Service, in particular the Web Platform. The Client retains full and exclusive responsibility for the User's actions, identified by him.

"CAD": is the Digital Administration Code referred to in Legislative Decree no. 82 of 7 March 2005 and its subsequent amendments and additions.

"Contract": is the contract for the provision of the Service, consisting - in addition to these Additional Conditions, the General Conditions and the Commercial Proposal - of the Application Form (where applicable), the Service Sheet (where applicable), the Digital Curator's Manual (where applicable), the Deed of Appointment (where applicable), the Appointment Agreement, the Description of the Service and any other annex and/or document that, together and inseparably considered, constitute integral and substantial parts of it.

"Electronic document": is the electronic document that contains the electronic representation of legally relevant acts, facts or data.

"Partner": is the person appointed by Namirial to distribute the Service to its customers, also through the Reseller, or Namirial itself in the case of direct supply of the Service.

"Price List": where present, is the document that describes the economic conditions as well as the payment methods for the provision of the Service.

"Reseller Authorisation Request": where applicable, is the document proposed to the Reseller by Namirial or the Partner, containing certain essential elements of the Contract.

"Reseller": is the person who, if any, upon appointment by the Partner purchases the Service for its Clients; the Reseller who wishes to use the Service for himself is required to sign, as a Client, a specific Client Application Form and is subject to the content of these General Conditions.

"Service Description": is the descriptive document of the Services selected by the Client in the Application Form.

"Service": are the individual services selected by the Client in the Application Form, jointly or separately considered, or additional services indicated in the Application Form.

"SLA" or "SLO": are the service levels applicable to the Service.

"Storage": is the storage service for electronic documents, consisting of the set of activities aimed at defining and implementing the overall policies of the Preservation System and governing its management in relation to the organizational model adopted. The purpose of Preservation is to preserve in the long term the documents expressly indicated by the Client in the Service Card and/or in the Application Form, in order to ensure the integrity, authenticity and legibility of the documents themselves, maintaining their legal validity for the entire retention period, established by contract.

"User": is the natural person, entity or system authorized by the Client to access the Service, through the Web Platform, in order to search for and access information of interest. This subject, indicated in the Application Form or in the Service Card, can be identified by the Client both within its own organization and outside and in this case it can coincide with the Partner, or with one of its representatives.

"Web Platform": is the web area that can be reserved for the Client and made available to the Client through the use of IT and telematic tools as well as cloud computing technologies which, where present, may be hosted in the IT systems made available by Namirial or by the Partner.

3. Object of the Contract

These Additional Conditions concern the provision of the Service, as detailed and specified in the Contract, in favor of the Client, or the subjects specifically indicated in the Service Sheet, if any, or in the Application Form, if any.

The Service is provided in compliance with the provisions of current legislation on the subject.



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4. Conditions of provision of the Services

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

Namirial or the Partner, will update the Web Platform from time to time and may, at any time, temporarily suspend the operation of the Service for technical maintenance activities that may be necessary, subject to specific notice through publication on the <https://status.namirial.com/> website. Namirial is not responsible for any misunderstandings and malfunctions of the Web Platform, due to force majeure or in any case not dependent on its will.

Access to the Services is guaranteed through the use of the Authentication Credentials that the Client, i.e. the User, is required to keep with the necessary confidentiality and the utmost diligence, committing, among other things, not to transfer them and/or not to allow their use to third parties; in the event of loss and/or theft of the same, the Client, or the User, is required to promptly notify Namirial, or the Partner, of these circumstances, in order to promptly activate the procedure for blocking and issuing new Authentication Credentials.

For any problem or simple request for assistance, relating to the management of the aforementioned activities, Namirial and/or the Partner and/or the Client provides the Client, or the User appointed by him, with a specific communication channel (Helpdesk), provided during normal days and business hours.

The Client acknowledges and accepts that in all phases of assistance, both remotely and directly, the *Help-desk* operators may become aware of the Client's personal data that can be found during the connection phases on the Client's IT devices.

5. Limits of Namirial's liability

As a mere example of what is already provided for in the General Conditions, Namirial does not assume any responsibility towards the Client in the event of:

- a. failure to activate the Service due to failure to adapt the Client's information and application systems, as well as failure to prepare and/or update the necessary documentation;
- b. failure by the Client to comply with the specifications and requirements agreed in the Application Form and, in the case of purchase of the Preservation Service, in the Service Sheet;
- c. incorrect, non-compliant or late sending, delivery or transmission by the Client of electronic documents and/or data, in the forms, contents and terms contractually provided, necessary to correctly perform the services referred to in this Contract;
- d. failure or incorrect communication of the data necessary for the correct profiling of Users for access to the Service as well as for the search, consultation and exhibition of documents that are subject to Conservation;
- e. incorrect content of the Electronic Invoices and/or Orders (as defined below, respectively, in sections II and III), or of the data and information contained therein which will be determined solely and exclusively by the Client, or by the User, with exemption from any liability relating to any claims by third parties against the Client (by way of example by the Tax Administration);
- f. incorrect indication of the Conservation Manager.

For the purposes of the correct performance of the Service, the presence of substantial errors in compliance and/or completeness and/or updating of the information contained in the Application Form or in the Service Card must be promptly communicated to Namirial and/or the Partner and/or the Reseller by the Client, or by the User, in the manner indicated therein. Failing this, Namirial assumes no responsibility in this regard.

Namirial is also not liable in any way for the content, data and information contained in the electronic documents, which will be determined solely and exclusively by the Owner of the storage object, i.e. by the Client, with exemption from any liability relating to any claims by third parties against the Client (by way of example by the Tax Administration).

Namirial, in the event of migration of documents already stored with another conservator, cannot be held responsible for any anomalies that occurred during the transfer of documents to the previous storage system. In any case, Namirial undertakes to notify the Client, also through the Partner and/or the Reseller, of any anomalies resulting from the previous storage process.

Where present and if circumstances permit, the clauses contained in this article shall also apply to the Partner (other than Namirial) and the Reseller.

6. Communications

In addition to what is indicated in the General Conditions, the certified email addresses to which the Client must address their requests with reference to the Service are shown below:

- Ita.namirial@sicurezzapostale.it, for all electronic correspondence;
- disdette.Ita.namirial@sicurezzapostale.it, for cancellations.

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

7. SLA

The SLO values illustrated herein may be subject to change, during the term of the Contract, subject to written agreement with the Client.



SLI (Service Level Indicator)	Description	SLO
Availability	The percentage of time in a month that the cloud service is found to be accessible and usable. The total time of the reference period, which serves as the basis for calculating the percentage figure, does not take into account catastrophic events. Catastrophic events are events that make the infrastructures used for the provision of the service unavailable for a prolonged period of time and upon the occurrence of which the Disaster Recovery solution is activated	99% on a monthly basis
Support activities - Support hours emergencies	The hours when the technical support service is operational for emergencies	24x7
Support activities - First support response time	The maximum time that elapses between the reporting of an event with a critical impact on the operations of the Administration and the initial response to the report by the subject	<= 1h
Minor Release	The maximum time interval of notice provided for giving notice, accompanied by release notes, to the Administration of Minor release. Minor release refers to changes to the service that mainly concern fixes of software malfunctions (bugs) or in any case the addition of new backwards compatible features	3 days
Major Release	The maximum time interval of notice provided for giving notice, accompanied by release notes, to the Administration of Major releases. Major release refers to changes to the service that involve a substantial evolution of the functionality of the service compared to the previous version	1 month
Backup	Minimum number of restore tests performed in a year	1 time
RTO	Recovery Time Objective	8 Hours
RPO	Recovery Point Objective	4 Hours

Indicators

The above SLOs can be monitored and measured independently by the Client through the Namirial (status.namirial.com) status page, where they are constantly updated.

The Up-time of the individual component is calculated by an external SOC/NOC as follows:

- Every 5 minutes every single component is tested. If the test fails twice in a row, the relative downtime is calculated considering the entire period as downtime (about 10');
- The up-time calculation is made as: (total minutes per month - minutes downtime)/ (total minutes per month). Total minutes are calculated on a 24x7 basis.

SaaS service delivery and monitoring schedules

All SaaS Services are provided and monitored 24x7x365. In the event of incidents detected outside working hours, the monitoring center staff (SOC/NOC) engages Namirial staff on the basis of approved internal processes.

Procedure di Incident management

Namirial has defined Incident Management and Reporting procedures (including the management and reporting of Security Incidents) in line with "ENISA Incident reporting framework for eIDAS Article 19".

Additional Specifications for Compliant Retention Service:

- o Namirial undertakes to ensure the preservation in accordance with the law by means of a time stamp and digital signature within the Conditions provided for by current legislation;
- o Namirial undertakes to verify the legibility of the documents within the deadlines provided for by current legislation and as described in the Namirial Conservator's Manual.

The following table shows the degrees of severity of the fault and the relative recovery time.

ID Severity	Severity Levels	Reset times
1	Serious unavailability of the Service that has a serious impact on the Client's activities and cannot be circumvented. Example: A datacenter with 30% or more of its services down.	4 working hours and in any case by 4.00 p.m. of the day following the report
2	Partial interruption of the Service that cannot be circumvented. Example: Primary line on datacenter interrupted.	8 working hours
3	Service degraded, the disruption can be temporarily circumvented.	24 working hours
4	Problems that do not have an immediate impact on Client Service, or for simple request for information. In the case of planned work with the Client, with agreed times, the normal recovery time does not apply.	40 working hours

In the event of failures with the severity referred to in the previous table, the Client will promptly notify Namirial by certified email to the addresses specified in the Service Sheet.



NB: Operation via back-up line or on a secondary datacenter is not included in the severity 1 and 2 (blocking) failures.

Backup Description	Frequency	Reset times
Data folder backup to daily differential S3 (EU) bucket with data encryption	Daily	From 1 hour to a few days – depends on the total number of GB of backup to be restored. The rate is defined as 10GB every 8 hours.
SQL DB backup with daily backup with the possibility of restoring back 30 days.	Daily	From a few minutes to a few days – depending on the size of the backups to be restored, The rate is defined as 50MB every 12 hours.
SnapShot of the disks (EBS) C (SO) and D (Data) once executed the previous one is deleted.	Daily	A few minutes for disk recovery then a few hours for data alignment.

SLO Support

Service and support

The Help Desk service to the Public Administration is guaranteed through the Zendesk platform (ticketing), managed internally through the Jira platform (tracking issues), guaranteed 24/7/365 in Italian.

Media is available via the telephone number 049 942 6171 (int1) and email at ticketlta@namirial.com, resulting in the automated opening of the ticket on the Zendesk platform.

The Zendesk portal can be integrated into the Government portal with exposed APIs for programmatic interaction with Case Management Systems. Namirial will send communication via status page and e-mail containing details on updates to Cloud services (through a newsletter to which the Public Administration will subscribe, with information on the version, description and days of release), which will be sent at least one week before the scheduled release.

The Help Desk manages reports or any inefficiencies according to this priority table:

CRITICAL (Service is not available):

The problem prevents the operation of a critical system or the use of features of a critical system, resulting in lost revenues or negative impacts on the image.

HIGH (The service is not available in some sections or contents); Malfunction involves at least one of the following cases:

System operations or critical functionality work through an implemented workaround

System operations or critical features work with performance issues that impact expected response times. A non-critical feature is not performed by the system.

NORMAL (The service is not available for a group of users/terminals):

Malfunction prevents a non-critical function from being performed according to the requirements

LOW (Service is not available for a user/terminal/transaction):

The malfunction minimally impacts the operations of the system, despite the fact that the system is not operating according to the requirements, the operation proceeds in a reasonable way without workaround.

The intervention times by criticality class are detailed below.

- **CRITICAL:**

Taken over by the HELP DESK within 0.5 hours during previously indicated office hours.

- **HIGH:**

Taken over by the HELP DESK within 1 hour during previously indicated office hours.

- **NORMAL and LOW:**

Taken over by the HELP DESK within one working day during previously specified office hours.

Limits of applicability of SLOs

SLOs will be temporarily suspended during the following situations:

- force majeure or events caused by third parties or that are in any case beyond the control of Namirial that prevent Namirial personnel from reaching the server farm, such as, by way of example: strikes, demonstrations involving blockages of road communication routes, road accidents, wars, acts of terrorism, natural disasters, such as floods, storms, hurricanes, etc.; without prejudice to the activation of the disaster recovery procedure provided for by Namirial;
- planned* or extraordinary maintenance interventions necessary for the maintenance and proper provision of the Services; it is understood that the planned operations will be promptly communicated through publication on status pages (status.namirial.com), which the Client undertakes to monitor;
- Actions or omissions by the Client;
- technical failures in the Client's equipment and/or connectivity;
- unavailability of the Internet service due to disruptions on public and private Upstream Providers or Peering;
- unavailability of the Service for updates of the databases of the official bodies that manage Internet rules, infrastructures and protocols (Ripe, Nic, etc.).

Penalties

In the event of failure to achieve the SLOs of Service Availability, for every 0.1% lower than the agreed SLO, calculated on a monthly basis, a penalty



of 1% of one month's fee will be applied (per month is 1/12 of the annual fee) up to a maximum of 10% of the same month's fee. Beyond this limit, the right of the Public Administration to terminate the Contract remains unaffected.

General clauses

Any changes to SLOs will not have a direct impact on environments and/or tenants owned by the Public Administration.

SECTION II – Specific Conditions for the Optional “AI Classification” Module

8. VALUE OF THESE CONDITIONS

The following provisions, also referred to as the “AI Classification Conditions”, govern the optional artificial intelligence module integrated into the Namirial Archive/LTA Service.

The AI Classification Conditions apply exclusively where the Client has purchased and activated the relevant module, as resulting from the Commercial Proposal/Offer and, where applicable, the Activation Request and/or the Service Sheet. In the absence thereof, these terms shall not apply.

In the event of conflict:

- the AI Classification Conditions prevail for aspects specifically related to the optional module;
- the Namirial Archive Additional Conditions remain prevailing for parts pertaining to compliant Preservation.

9. DEFINITIONS

In addition to the definitions in Art. 2 of the Namirial Archive Additional Conditions, the following definitions also apply:

- AI Classification Conditions: these specific additional Conditions governing the optional AI Classification module of the Namirial Archive document services, forming an integral part of the Namirial Archive Additional Conditions;
- Configurations: dedicated Service parameters for the Client's tenant (applied taxonomies, routing rules to Namirial Archive/LTA, operational confidence thresholds, and integration settings);
- Client Data: any document, file, metadata, information or content (including any personal data) provided by or made accessible by the Client for the provision of the Service;
- Technical Logs: records of events and technical/operational parameters (e.g., identifiers, outcomes, timings, versions) generated by the Service for security, traceability, and support purposes;
- Models: machine-learning/AI software components used to deliver the Service (e.g., classifiers, extractors, rules), including any foundation models or third-party services integrated;
- Output: classification labels, categories, extracted/normalized metadata, quality indicators, transformed or enriched files generated by the Service;
- Confidence Score: a numeric or qualitative value expressing the reliability of the Output; it is compared with the Operational Threshold to determine whether human validation is required;
- Operational Threshold: the minimum confidence value defined in the Configurations below which the Output must necessarily be submitted to human review/approval before use;
- Human Validation: control and correction of Outputs performed by the Client's authorized operators.

10. OBJECT OF THE CONTRACT

These AI Classification Conditions concern the provision of the Service, as detailed and specified in the Contract, in favor of the Client, or the subjects specifically indicated in the Service Sheet, if any, or in the Activation Request, if any.

The Service enables automatic document classification and extraction of related metadata using an artificial intelligence system, for the purposes of digital archiving and Preservation (LTA).

The Service provides two processing flows:

- a. Manual Flow: the Client uploads one or more documents via the Namirial Archive/LTA web interface or the APIs made available by Namirial; the system proposes the classification and extracted metadata, which are checked and confirmed by the Client before archiving; items with confidence scores below the configured threshold are always submitted for review;
- b. Automated Flow: the Client uploads a set of documents via the APIs made available by Namirial, which are processed automatically. Items exceeding the Operational Threshold are archived automatically in the LTA system, while those not reaching it are routed to the Manual Flow for Client review.

The Client may test the Service at any time through test modes/environments that do not produce final archiving nor Preservation effects. Test results are for demonstration/validation purposes, and the classification Output is used to train the AI Model.

Operational Thresholds and routing rules are defined by Namirial in the Client's Configurations. For use cases that require it, the Client maintains human validation of Outputs before using them for legal/regulatory/accounting purposes.

At the end of processing, documents and metadata are transmitted and archived in Archive/LTA according to the classification produced and the applicable Preservation rules.

The Service is provided in compliance with applicable legislation.

11. CONDITIONS FOR THE PROVISION OF SERVICES

The Client acknowledges and accepts that the Services are provided via the Namirial Archive/LTA web interface or via APIs provided for this purpose by Namirial.

The Client shall use the Service exclusively for its legitimate business purposes and undertakes not to use the Service for processing contrary to law or to the contractual instructions. Any use aimed at bypassing security controls, performing reverse engineering, or processing unlawful content is prohibited.

The Client is responsible for the quality and compliance of the documents transmitted, the accuracy of input data, and the verification of Outputs where required by confidence thresholds or by its internal procedures.



Namirial, or the Partner, will update the Namirial Archive/LTA web interface where appropriate and may, at any time, temporarily suspend the Service for necessary technical maintenance activities, subject to prior notice by publication on <https://status.namirial.com/>.

Namirial is not liable for any inconveniences or malfunctions of the web interface due to force majeure or otherwise beyond its control.

Access to the Services is guaranteed through Authentication Credentials that the Client, or the User, must keep confidential and with utmost diligence, and undertakes not to transfer or allow their use by third parties; in case of loss and/or theft, the Client, or the User, must promptly inform Namirial, or the Partner, so as to promptly activate the blocking procedure and issuance of new Authentication Credentials.

For any aspect not governed by the AI Classification Conditions, the Namirial Archive Additional Conditions and the General Conditions apply.

12. CONFIGURATIONS AND OPERATIONAL THRESHOLDS

Dedicated Service Configurations are prepared for each Client and define at least:

- a. the applied document taxonomies (classes, labels, and routing rules);
- b. mappings to Preservation series or registers;
- c. operational confidence thresholds and review modalities depending on the flow used.

Configurations are agreed at activation and may be modified upon the Client's request or for technical/evolution needs, subject to notice by Namirial. Operational thresholds define the minimum reliability level required for automatic archiving. Documents or metadata with a score below the threshold are automatically sent to the Client's human-review flow.

Namirial may update Service components, Models, and taxonomies to improve accuracy or reliability, while maintaining compatibility with core functions. Any material update is notified as set out in the General Conditions.

13. USE OF THE SERVICE

Service activation follows the procedure communicated by Namirial. Activation may be subject to completion of minimum technical Configurations and, where applicable, to successful tests.

The Client safeguards its credentials, implements appropriate measures, and ensures access is limited to authorized users only. The Client is responsible for activities performed using its credentials.

The Client ensures that transmitted documents comply with supported formats, are intact, and of adequate quality. Submitting corrupted, unreadable, or out-of-spec files may prevent processing and route content to review or rejection.

The Client uses the Service solely for lawful purposes consistent with the Contract, refraining from: (i) bypassing security controls; (ii) reverse engineering or unauthorized vulnerability testing; (iii) uploading unlawful content or content infringing third-party rights; (iv) uses inconsistent with the agreed Configurations.

Namirial may apply reasonable limits to volumes, frequencies, or API calls to ensure Service stability, informing the Client. Any structural exceedances are subject to contractual adjustment.

In the presence of security risks, legal violations, or non-compliant use, Namirial may limit or suspend the Service, informing the Client and indicating corrective actions. Reactivation is subject to removal of the causes.

The Client cooperates reasonably with Namirial for diagnosis, support, and Service improvement. The Client also acknowledges that the system generates technical logs and operation traces for security, audit, and assistance.

The Client remains responsible for: (i) user and authorization-profile management; (ii) verification of Outputs where required by operational thresholds or its own procedures; (iii) updating its integrated third-party systems; (iv) lawfulness of uploaded data and of the processing carried out.

14. PERSONAL DATA PROCESSING

For the purposes of Regulation (EU) 2016/679 ("GDPR"), the Client acts as Controller of personal data contained in documents and metadata processed by the Service; Namirial acts as Processor pursuant to Article 28 GDPR.

Namirial processes personal data exclusively to: (i) provide the Service (classification/extraction, routing to Archive/LTA); (ii) ensure security, business continuity, and support; (iii) comply with legal obligations. Any further processing requires documented instructions from the Client.

The categories of data and data subjects depend on the Client's use of the Service and may include, where provided, special categories of data under Article 9 GDPR. The Client guarantees the lawfulness of the data entered and the compliance of its notices to data subjects.

Namirial adopts appropriate technical and organizational measures (including access control, encryption, logging, environment segregation) and binds its personnel and processors to confidentiality.

Client Data may be used by the Service for training/improving tenant-scoped models enabled by default, limited to the Client's environment/tenant and for the Client's exclusive benefit (improving classification of its own documents, with no reuse for other clients). In any case, the use of Client Data to train general models or for purposes other than those indicated in this Article and in the Processing Sheet is excluded.

The Client may disable at any time the use of its data for training/improving the tenant-scoped model by written request. Opt-out may reduce accuracy and/or the Service's ability to adapt to the Client's documents; Namirial is not liable for resulting performance deviations.

Namirial reasonably assists the Client in handling data-subject requests, ensuring processing security, notifying any personal data breaches, and conducting impact assessments (DPIA), within proportionate information and cost limits.

Upon written request and with reasonable notice, Namirial makes available to the Client the information necessary to demonstrate compliance with Processor obligations.

Unless otherwise required by law, personal data processed for Service provision are retained for the time strictly necessary to perform activities and to integrate with Archive/LTA; upon Service termination, Namirial deletes or returns the data to the Client as instructed by the Client.

Technical/aggregated data (e.g., logs, usage metrics) may be used by Namirial for security, reliability, and Service improvement.

Processing modalities and details are described in the Service Processing Sheet, which forms an integral part of these Additional Conditions.

The Client remains responsible for informing data subjects about the use of the Service for classification/extraction and archiving/Preservation purposes, and for defining the legal basis in its privacy notice.

15. SECURITY AND BUSINESS CONTINUITY

Namirial adopts and maintains appropriate technical and organizational measures to ensure the security, availability, and integrity of the Service, consistent with its management systems certified under ISO/IEC 27001.

Specific security measures, processing locations, and references to sub-processors are detailed in the Service Processing Sheet, which forms an integral part of these Additional Conditions.

In the event of a security incident or personal data breach, Namirial informs the Client without undue delay, providing the information necessary for any obligations towards competent authorities or data subjects.



Namirial maintains business continuity and disaster recovery plans adequate to restore data and essential functions within times compatible with the nature of the Service and the levels set for Namirial Archive/LTA.

16. ARCHIVING FLOW

At the end of processing, documents and related metadata are transmitted to Namirial Archive/LTA according to the classification produced by the Service and the routing rules configured for the Client.

The mapping defines the mandatory/optional metadata required for archiving and subsequent Preservation.

For the Manual Flow, archiving takes place after human approval of the Outputs; for the Automated Flow, items exceeding the operational threshold are archived automatically; items below threshold or anomalous are routed to review and are not archived until approved.

The metadata required for archiving are provided in structured format (e.g., JSON/XML), as are technical identifiers and traceability elements (Technical Logs).

The Client retains an obligation to supervise and validate the mapping against its own documentary organization and internal processes.

Namirial provides technical support and conducts reasonable formal checks of mapping consistency with Service requirements, it being understood that rejections/KOs due to inaccuracies, omissions, or lack of updates in the information and configurations provided or validated by the Client remain the Client's responsibility.

In case of conflict, the rules and requirements of the Namirial Archive/LTA service applicable to archiving and compliant Preservation prevail, including the formal checks and integrity controls provided by that service.

Items that do not meet archiving requirements (e.g., missing mandatory metadata, inconsistencies, non-compliant files) are not archived.

Re-archiving or replacement of already archived documents is allowed only in accordance with the replacement rules permitted by Namirial Archive/LTA and applicable law.

For each relevant operation, Technical Logs are kept including at least: identifiers, outcomes (e.g., ok/review/ko), date and time, system version, and mapping used. Such evidence is used for security, audit, and support and does not replace the evidentiary documentation proper to compliant Preservation.

17. SLA AND SERVICE LEVELS

The Service is provided in integration with the Namirial Archive/LTA service.

Therefore, service levels (SLA), availability targets, response times, and procedures for planned or extraordinary maintenance apply as provided for the Namirial Archive/LTA service and governed in the related Namirial Archive Additional Conditions.

No specific or dedicated SLA are provided for the AI Classification module. Related performance (e.g., classification accuracy or processing times) is indicative and does not constitute a guarantee of result, as the Service is provided as an obligation of means, not of result.

Namirial may carry out technical maintenance, updates, or improvements to the Service, including temporary suspension or limitation, in compliance with the same procedures and notice periods provided for the Namirial Archive/LTA service.

The Client undertakes to cooperate with Namirial during maintenance, updates, or tests, adopting measures necessary to preserve the continuity of its integrated systems and the consistency of Configurations.

18. INTELLECTUAL PROPERTY

As regards ownership of intellectual, industrial, and copyright in Namirial services, the provisions of the General Conditions apply in full.

Without prejudice to the General Conditions:

- a. the Client retains full ownership of the data and documents uploaded to the Service and of the processed results ("Output"), and may use them for its business and documentary purposes;
- b. Namirial retains ownership and all rights in the software, artificial intelligence models, processing pipelines, taxonomies, and Configurations used to provide the Service;
- c. Namirial undertakes not to use Client Data to train or improve general models of its own or of third parties, nor for profiling or analyses not necessary to provide the Service;
- d. Namirial may process technical and aggregated data solely for security, monitoring, and Service-operation improvement, in compliance with the GDPR.

Prohibitions on improper use, duplication, modification, or reverse engineering of the software and models remain as set out in the General Conditions.

19. LIMITATIONS OF LIABILITY

The Parties agree that all limitations, exclusions, and liability caps under the General Conditions (including exclusions for indirect/consequential damages and any applicable cap) apply in full.

The Service is provided as an obligation of means. Classification Outputs may require human verification as per the agreed Operational Thresholds; Namirial does not warrant the achievement of specific results.

Without prejudice to the foregoing, Namirial assumes no liability towards the Client in case of:

- a. failure to activate the Service due to the Client's failure to adjust its systems/applications, or failure to prepare or update necessary documentation;
- b. the Client's failure to comply with specifications and requirements agreed in the Activation Request and, where the Preservation service is purchased (Namirial Archive/LTA), in the Service Sheet;
- c. incorrect, missing, or late sending/delivery/transmission by the Client of documents and/or data, in the forms, contents, and terms contractually required for proper provision of the services under this Contract.

Namirial is under no circumstances liable for the content, data, and information contained in electronic documents, which are determined solely by the Owner of the Preservation object or by the Client; any liability for third-party claims against the Client (including, by way of example, the Tax Administration) is excluded.

Where present and if circumstances allow, the clauses of this Article also apply in favor of the Partner (other than Namirial) and the Reseller.

The provisions of the General Conditions on indemnity/hold-harmless, force majeure, suspension for security reasons, and any other liability provisions remain unaffected.



20. REGULATORY COMPLIANCE

These Conditions do not alter legal or regulatory obligations of the compliant Preservation service; where necessary, the Service operates so as not to prejudice the obligations and safeguards provided for Namirial Archive/LTA.

For obligations on personal-data protection, information security, quality management, and compliant Preservation, the General Conditions, the Namirial Archive/LTA Additional Conditions, and the Service Processing Sheet apply in full.

Namirial ensures that the Service is designed and managed according to the principles of privacy by design and by default, security, transparency, human oversight, and traceability, consistent with applicable EU and national law, including Regulation (EU) No. 679/2016 and Regulation (EU) No. 1689/2024 (the "AI Act").

The Service, limited to document classification and metadata extraction functions, is qualified as a limited-risk system under the AI Act, as it does not carry out automated decisions with legal effects without ensuring the possibility of human intervention.

If, due to use cases, data, or Configurations chosen by the Client, the Service falls within high-risk as defined by the AI Act, activation will take place only after implementing AI Act requirements. In the absence of such measures, use remains the Client's sole responsibility and Namirial may refrain from activating or may suspend the relevant features.

Namirial maintains the Service's compliance within its limited-risk scope, updating processes and documentation as needed; further obligations under the AI Act apply only if required by high-risk uses decided by the Client and subject to agreement with Namirial.

Namirial monitors the evolution of EU and national AI regulation and undertakes to maintain the Service's compliance with applicable provisions, updating processes and technical documentation where necessary.

21. SERVICE CHANGES

Namirial may update AI Models, taxonomies, and operational Configurations to improve the Service's accuracy or reliability, informing the Client. Such updates are considered improvements and are subject to the same version-management rules applied to the Namirial Archive/LTA service.

During updates or evolutionary maintenance, Namirial takes all reasonable measures to minimize any interruptions or impacts on archiving and Preservation flows.

22. CONSEQUENCES UPON TERMINATION

Upon termination of the Service for any reason:

- a. documents and metadata already archived/preserved remain governed by the Namirial Archive/LTA Additional Conditions;
- b. data processed by the module for classification/extraction are returned or deleted by Namirial as provided in the Service Processing Sheet and the General Conditions;
- c. Technical Logs and traceability evidence are handled according to retention periods and purposes allowed by law.

Provisions relating to intellectual property, confidentiality, limitations of liability, regulatory compliance, and governing law/forum remain in force after termination, as do obligations relating to compliant Preservation already in place under the Namirial Archive/LTA Additional Conditions.