ADDITIONAL CONDITIONS FOR "NAMIRIAL ARCHIVE ROMANIA" DOCUMENT SERVICES

1. Value of these Additional Conditions

These Additional Conditions (hereinafter referred to as the "Additional Conditions") govern the provision 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 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.

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 Supplier, the Partner or the Reseller, which, together with the Service Sheet (where applicable), contains certain specificities of the contract.
"Law 135/2007": Romanian Law no. 135/2007 on the archiving of documents in electronic form, as republished and further amended, together with the technical norms on the accreditation of electronic archive administrators approved by Order no. 20.717/2024 of the President of the Authority for the Digitalization of Romania (ADR).
"Electronic Archive Administrator": Namirial S.r.l., authorized as electronic archive administrator pursuant to Law 135/2007, entrusted with the provision of the Service.
"Competent Authority": the Romanian public authority responsible for the authorization and supervision of electronic archive administrators pursuant to Law 135/2007 (currently the Authority for the Digitalization of Romania – ADR).
"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.
"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 Long Term Archiving Practice Statement (where applicable), the Data Processing 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.
"Electronic Archiving": the structured and secure process of storing and preserving electronic documents, ensuring their integrity, authenticity, availability and legibility for the entire legal retention period, as regulated by Law 135/2007. The Service entails the use of an electronic archiving system which maintains the legal and evidentiary value of the archived documents through appropriate technical and organizational measures, including time stamping, electronic signatures and access control, in accordance with Romanian and EU legislation.
"Partner": is the company appointed by Supplier to distribute the Service to its customers, also through the Reseller, or Supplier 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 Supplier 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 Supplier 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 by Supplier, in its capacity as Electronic Archive Administrator, in compliance with Law 135/2007 and the applicable Romanian and EU legislation.

4. Conditions of provision of the Services

The Client acknowledges and accepts that the Services are provided through the Web Platform.
Supplier 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.
Supplier 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 Supplier, 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, Supplier 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 Supplier's liability

As a mere example of what is already provided for in the General Conditions, Supplier 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.

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 Supplier and/or the Partner and/or the Reseller by the Client, or by the User, in the manner indicated therein. Failing this, Supplier assumes no responsibility in this regard.
Supplier 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).
Supplier, 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, Supplier 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 Supplier) 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:
- tsp@namirial.com, for all electronic correspondence, including 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. Regulatory Framework and Authorization

The Service is provided by Supplier in its capacity as Electronic Archive Administrator authorized pursuant to Law 135/2007. Supplier undertakes to maintain such authorization in force for the entire term of the Contract and to notify the Client without undue delay of any suspension or withdrawal thereof. Upon termination of the Contract for any reason, Supplier shall ensure the export and handover to the Client of the archived documents and of the related archiving evidence, in a standard format, in accordance with the terms of the Service Sheet and with the continuity obligations set out in Law 135/2007. For the avoidance of doubt, the Contract remains governed by the Applicable Law and subject to the Governing Court set out in Annex B of the General Conditions (Romanian law; the competent courts of Bucharest).

8. Shared SaaS Security

These security clauses apply to the provision of software in "Shared SaaS" mode. Shared SaaS means a software distribution model in which multiple Clients share the same infrastructure, platform, and applications, hosted and managed by Namirial, as the Service provider.

8.1. Software and Server Operating System Update Periods

Patches and updates to new versions are managed by Namirial in accordance with its security policies and schedule. They cannot be delayed at the Client's request. The Client who needs a customized patch and update program must switch to private SaaS software.

8.2. Penetration Testing and Vulnerability Assessment

The Client cannot perform penetration testing or vulnerability assessments on Namirial's public shared multi-tenant infrastructure.

8.3. Audit and Test Execution

The Client is not authorized to participate in the execution of security tests. Namirial has implemented advanced Business Continuity (CO) and Disaster Recovery (DR) policies that include testing activities. Tests are carried out according to Namirial's schedule and in accordance with internal policies.

9. 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 Client 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 Client of Minor releases. 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 Client 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 Group (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 Group's staff on the basis of approved internal processes.

Procedure di Incident management
Supplier 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 Supplier 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 Supplier undertakes to verify the legibility of the documents within the deadlines provided for by current legislation and as described in the Namirial S.r.l. Long Term Archiving Practice Statement.

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 Supplier 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

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 Group that prevent Namirial Group's 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 Group;
- 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 Client to terminate the Contract remains unaffected.

Client Signature* _____
*Please sign it digitally

Client Name _____