

ADDITIONAL CONDITIONS FOR THE SOFTWARE LICENSE DISTRIBUTED ON-PREMISE

1. Value of the Additional Conditions

These Additional Conditions (hereinafter "Additional Conditions") govern the license terms for the use, maintenance, updating, and support of Namirial Software distributed on-premise (hereinafter also referred to as "Software"). These Additional Conditions supplement the General Terms and refer to the Software indicated in the Commercial Proposal. In the event of a conflict between the General Terms and these Additional Conditions, the latter shall prevail. The Definitions indicated in the General Terms apply to these Additional Conditions.

2. Service Object

Namirial grants the Client, where present also through the Partner, alternatively:

- in the form of a perpetual license ("Perpetual License") personal, limited, revocable, non-exclusive, and non-transferable, for access and use of the Software, as indicated in the Commercial Proposal, within the limits provided in the Contract. In this case, the Connected Services referred to in Article 5 ("Maintenance, updating, and support") are not included in the Perpetual License but must be subject to a separate activation and/or renewal request, with the related fee;
- in the form of a subscription license ("Subscription License"), personal, non-exclusive, and non-transferable, for access and use of the Software, as indicated in the Commercial Proposal, within the limits provided in the Contract. The Subscription License includes the Connected Services referred to in Article 5 ("Maintenance, updating, and support") for the entire duration period.

The license allows the Client to use the Software for the purposes indicated in the Contract, within the terms and limits indicated by these Additional Conditions and according to the technical documentation possibly published on the website <https://www.namirial.com/en/> (hereinafter "Technical Documentation").

3. Software Installation

Unless otherwise agreed in writing, the installation of the Software is carried out at the Client's expense. For the purpose of installing the Software, the Client may request, as an additional service, assistance and collaboration at their premises from Namirial or, where present, the Partner, who may also use third parties for this purpose. In this case, the hourly rates provided in the Commercial Proposal or, if not provided, communicated at the time of the request, will be due by the Client.

4. Usage Mode

The Software may be used by the Client on their enabled electronic computer with the specific hardware and/or software key and with the authentication credentials issued by Namirial (use in "on-premise" mode). The on-premise use of the software allows the Client to use a copy of the Software on a single computer; therefore, the Client is not allowed to use the Software on multiple computers. Without prejudice to the prohibition to copy and/or modify the Software, the Client is allowed to make one or more backup copies for protection purposes, usable exclusively in test environments. Additional copies for different uses must be authorized by Namirial.

For this purpose, the Client hereby agrees that the Software may periodically send Namirial, automatically, information to attest the validity of their license for the use of the Software. This may include: the username that accessed the license, the name of the computer, the identifying details of the running procedure; this can only occur in the presence of Internet connectivity. In this case, the Software will make multiple attempts to send for up to 30 (thirty) days. In case of failure, the Client will then have the Software available only in consultation mode (so-called "demo mode").

The Client is not allowed to undertake any activity with the Software, including developing different Software, that may interfere with, destroy, damage, or access unauthorized servers, networks, or properties or services of third parties, including those owned by Namirial.

The Client is obliged to install all updates and versions of the Software provided by Namirial, where present also through the Partner, acknowledging that, otherwise, the maintenance, updating, and support service may be, in whole or in part, useless or ineffective. Any new versions of the Software, as well as any corrections or updates thereof, will be subject to the same agreements made for the original Software and therefore to the regulatory content of these Additional Conditions.

5. Maintenance, Updating, and Support

The Connected Services of maintenance, updating, and support include:

- a) the corrective maintenance service, which includes the diagnosis and removal of the causes and effects of Software malfunctions;
- b) the adaptive maintenance service, which includes the release to the Client of Software updates following any legislative, regulatory, or administrative changes ("regulatory requirements"), which involve changes attributable to the concept of ordinary administration and which in any case do not involve the creation of a new Software module if not also a different product. Adaptive maintenance does not include the implementation or removal of new Software functionalities, even if the intervention is necessary to meet a regulatory requirement, except for functionalities implemented on Namirial's initiative. In any case, adaptive maintenance interventions are



Namirial S.p.A.

Via Caduti sul Lavoro n. 4, 60019 Senigallia (An) - Italia
amm.namirial@sicurezzapostale.it | Tel. +39 071 63494
P.IVA, C.F. e iscriz. al Reg. Impr. Ancona N. 02046570426
www.namirial.com



considered included in the economic conditions agreed in the Contract if the total working commitment provided for all interventions in the reference calendar year (effort) is equal to or less than 20 (twenty) working days;

- c) the release to the Client of any new versions of the Software that Namirial, or its licensors, may make available; therefore, the sending of new and/or additional Software modules and/or Software designed from scratch by Namirial or its licensors is excluded;
- d) maintaining the Software license in force and, therefore, in the case of a Subscription License, the release to the Client of any software activation codes for the years for which the effects of this Contract are renewed;
- e) support on the Software provided during the normal working hours observed by Namirial staff or, if present, the Partner. This support service does not include, in any case, on-site support or tax, accounting, labor law, and administrative consultancy and/or any training courses at the Client's or Namirial's premises or other locations. Support may be provided by Namirial or, where present, the Partner, also remotely, by accessing the Client's electronic computer, previously and each time authorized by the latter, with the direct acceptance of each intervention request. The handling of support requests is guaranteed through the channels indicated on the website <https://www.namirial.com/en/>.

The Service will be provided to the Client limited to the last two supported versions of the Software, without taking into account any modifications or integrations made by the Client or third parties appointed by the latter on the Software itself.

Namirial, for the provision of the Service, will be free to use third parties outside its organization. The Service may also be provided, in whole or in part, directly by Namirial's Partners.

The Client acknowledges and accepts that in all support phases, both remote and direct, Namirial or Partner operators, even external to the organization, may become aware of the Client's personal data found during the connection phases on the latter's IT devices.

6. Specific Obligations of the Client

It is the Client's responsibility to verify that their operating system has a configuration consistent with the operation of the Software, as specified in the Contract and/or in the specifications contained in the Technical Documentation. Namirial, in fact, does not respond and does not provide the Service for operating systems, applications, and, in general, the RDBMS ("Relational Database Management System") used by the Client for which the support period provided by the manufacturer has ended.

If third-party software is running on the Client's electronic computer along with the Software covered by the Contract, Namirial may request the deactivation of such Software and to prove the defect in the absence of said Software.

In the event that the Client intends to transfer the electronic computer where the Software covered by the Contract is installed to third parties, they must first proceed with its uninstallation, as the license is granted for the exclusive use of the Client.

7. Warranties

Namirial guarantees that, on the purchase date, the storage medium on which the Software is possibly recorded is free from defects and, under normal usage conditions, perfectly functional. Namirial is liable for any defects in the medium on which the Software is recorded for a maximum period of 30 (thirty) days from the date of the related transport document or, in the case of immediate invoicing, from the date of the related invoice. In the event of an ascertained defect in the medium, Namirial will deliver the Software to the Client on a new medium, replacing the previous one.

Namirial guarantees the conformity of the Software to the technical specifications provided in the documentation; however, Namirial does not guarantee that these technical specifications meet the Client's needs or that the quality of the Software will meet their expectations. The warranty provided by Namirial on the Software is conditioned on the correct operation and adequacy of the Client's electronic computer and system software as well as the correct use of the Software by the latter.

The Software is designed, according to its characteristics and technical specifications, exclusively for the purposes indicated in the Contract. Any other and different use by the Client is not guaranteed by Namirial.

Namirial also does not guarantee that the Software will be constantly available, uninterrupted, timely, secure, and error-free; that the results potentially obtainable from its use will be effective, accurate, and reliable; that any errors or defects will be corrected.

The Client acknowledges that the choice of the Software for the desired purposes is solely attributable to them, as well as the installation, use, and results produced by the Software itself.

8. Duration

The duration of the Contract is indicated at the time of purchase and reported in the Commercial Proposal. It is understood that:

- a. the Software license with a Perpetual License has no expiration;
- b. for the renewal of the Software license with a Subscription License, the provisions of the General Terms remain unchanged. In any case, the Software is equipped with IT controls that allow its regular operation for only one calendar year; the activation codes for each subsequent year are provided to the Client only if the latter has renewed the Contract;
- c. for the renewal of the Connected Services, when activated as additional services related to the Software with a Perpetual License, the provisions of the General Terms remain unchanged.

In case of non-renewal of the Contract, if the Client has not activated a Program with a Perpetual License, they must proceed, within 6 (six) months following the expiration, to destroy any copies made of the Software, giving simultaneous written notice to Namirial.

9. Intellectual Property

The Contract does not sell the copy of the Software, which remains the exclusive property of Namirial, but grants the Client the right to use it, within the limits of the granted license.

All intellectual property rights on the Software subject to License and on each part thereof, without exception, remain the exclusive property of Namirial.



The Contract does not grant the Client any rights to the source code of the Software or the related logical or project documentation, which remain the exclusive property of Namirial; therefore, they cannot be used in any way by the Client for purposes other than those indicated in the Contract. The Client is expressly prohibited from reproducing, modifying, publishing, transferring, and/or providing and/or distributing the Software subject to License to third parties or, in any case, allowing its use by third parties, either for a fee or free of charge. The Contract, including warranties and indemnities, will automatically apply under the same terms to subsequent updates and/or improvements of the Software.

10. Third-Party Services

If third-party services can be purchased through the use of the Software, such services will be subject to the contractual terms prepared by the third-party service provider. Namirial is not responsible in any way for the provision of these services.

11. Security

The authentication credentials provided by Namirial are considered known exclusively by the Client, who is required to keep them confidential and with the utmost diligence, committing not to transfer them and not to allow the use of the Software by third parties in any way; otherwise, the Client will be considered responsible for any damage or harm caused directly or indirectly to Namirial and/or third parties due to the improper use of the Software by unauthorized persons.

The security of the workstations and resources used for the services provided by Namirial is the responsibility of the Client. Therefore, they commit to ensuring that account management is monitored according to current security procedures to limit the hypotheses of access attempts and/or violations through their systems. The Client also commits to ensuring that log procedures are secure and verified and that access management is preordained to traceability and monitoring procedures.

12. Personal Data Processing

During the provision of maintenance, updating, and support services referred to in Article 5 above, Namirial acts as the Data Processor on behalf of the Client. The processing operations will be carried out exclusively on behalf of the Client and in accordance with the instructions provided by them. The processing will concern only the data necessary for the execution of the services related to maintenance, updating, and support activities, as specified in these Additional Conditions.

For this purpose, the Client commits to entering into a separate Data Processing Agreement with Namirial pursuant to art. 28 of the GDPR, which will regulate in detail the terms, methods, and responsibilities of the processing.