

SPECIFIC TERMS AND CONDITIONS FOR "NAMIRIAL ARCHIVE" DOCUMENT SERVICES**Archiving****Section I - General provisions****1. Value of these Specific Terms**

These specific terms and conditions ("Specific Terms") govern the provision of the service referred to herein.

These Specific Terms supplement the Additional Terms and refer to the services indicated in the Commercial Proposal.

In the event of conflict between the Additional Conditions and the Specific Conditions, the latter shall be considered prevailing.

The Definitions set out in the General Terms and Conditions apply to these Specific Terms.

Section II - Specific Conditions**2. Definitions relating to the Electronic Invoicing Service**

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

"Archiving": is the service of processing and management of documents of current use in the medium or long term that allows their classification (indexing) for the purposes of research and consultation.

"Archiving system": is the set of technologies that allows data to be stored, archived and/or processed thanks to the use of hardware and software resources distributed and virtualized on the network.

3. Archiving Service Features

Archiving is an optional service, provided in addition to Archiving (where expressly indicated in the Application Form or in the Service Sheet), made available by Namirial in accordance with the relevant legislation.

The Archiving precedes the Archiving and takes place through the payment of the electronic Documents, by the Client or by the subjects expressly delegated by them (as agreed in the Service Card and/or in the Application Form).

The Client acknowledges and accepts that the usability of the Archiving service is conditional, in any case, on the preliminary compilation and signing of the specific forms prepared for this purpose by Namirial; It is acknowledged that this clause is of an essential nature.

The Archiving involves the performance of the following activities:

- support to the Client, during the activation phase of the Archiving service;
- configuration of the Archiving service, based on the specifications indicated in the Service Sheet;
- provision of the interface of the transmission channel for the payment of electronic documents, ensuring the necessary security measures in the transfer;
- maintenance and updating of the Archiving system;
- online publication of archived electronic documents for access, search, modification and consultation by the User.

4. Client's Obligations in Relation to Archiving

For the purposes of the correct activation and provision of the Archiving, the Client is required to carry out the following activities:

- a) in the preliminary analysis phase, collaborate with Namirial, the Partner and/or the Client, providing all the information and data necessary for the correct establishment and management of the Service;
- b) if provided for in the Contract, sign the deed of appointment as Archiving Delegate;
- c) maintain exclusive responsibility for the correct formation of the content of the electronic documents subject to Archiving, ensuring compliance with the regulations in force on the subject (such as the provisions of the Civil Code and other tax and civil regulations concerning the correct keeping of accounts) and their legal value;
- d) guarantee and assume responsibility for the correctness, completeness, truthfulness, chronological order and absence of continuity of all data, information and documents provided for the provision of the Archiving service;
- e) guarantee and assume exclusive liability in civil, criminal and administrative proceedings in relation to the content and ownership of the documents subject to Archiving, undertaking to indemnify and hold harmless Namirial and all persons who may be delegated from any damage, liability, loss, indemnity, charges (e.g. administrative sanctions, costs, expenses of any kind, including legal ones) or claims by third parties;
- f) form the electronic documents in an electronic format that complies with the format specifications set out in the Technical Rules;
- g) with regard to those electronic Documents that could be the subject of a subsequent transfer of ownership to third parties, form the aforementioned Documents in such a way as to contain only relevant and not excessive information;
- h) communicate promptly, accurately and exhaustively all the information requested, in order to allow the timely provision of the Service;



Namirial S.p.A.

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



- i) consult the archived electronic documents in the manner indicated in the Service Sheet;
- j) ensure that its appointees operate in accordance with the provisions of the rules on the management of archives, IT systems and privacy;
- k) to keep the Authentication Credentials provided to him with the necessary confidentiality and the utmost diligence, committing, among other things, not to transfer and/or not to allow the use of the Service to third parties; in the event of loss and/or theft of the same, the Client is required to promptly notify Namirial of these circumstances in writing, in order to promptly activate the procedure for blocking and issuing new Authentication Credentials. After the first access, the Client is obliged to replace the Authentication Credentials, previously assigned, with new credentials known only to the Client;
- l) upload documents and data that do not contain special personal data (e.g. data that may detect the state of health and religious beliefs of the data subjects) and judicial data (i.e. personal data that reveal the existence of certain court orders subject to entry in the criminal record). In the event of the presence of documents and data that, in accordance with the regulations in force from time to time, require special processing, the Client undertakes to select the Archiving module for special data.

It is understood that the omission, incompleteness and non-compliance of the Client's conduct, with respect to what is indicated in this article, constitutes grounds for exemption from liability of Namirial, for any contractual and/or non-contractual damage suffered by the Client and/or the Owner of the Archiving object and/or third parties.

The Client undertakes towards Namirial, also pursuant to and for the purposes of art. 1381 of the Italian Civil Code, to ensure that all the subjects indicated in the Service Form or in the Application Form, in favour of whom the Archiving service will be provided, comply with the content of all the clauses in the Contract; if even just one of them violates, in whole or in part, the contractual obligations established herein, the Client will be held directly liable to Namirial and/or its delegates, for any violation committed.