SPECIFIC CONDITIONS FOR "NAMIRIAL ARCHIVE" DOCUMENT SERVICES
Peppol Node

Section I - General provisions

1. Value of these Specific Conditions

These specific conditions of contract ("Specific Conditions") govern the provision of the service referred to herein.
These Specific Conditions supplement the Additional Conditions 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 indicated in the General Conditions apply to these Specific Conditions.

Section II - Specific Conditions

2. Definitions relating to the Peppol Node Service

In addition to the definitions included in the General Conditions and in the Additional Conditions, the following definitions are taken into account in addition to and/or in substitution:
"Client": within this specific Service, is the beneficiary thereof, on the basis of what is indicated in the Application Form. Depending on the circumstances, within the Service the Client is also referred to simply as:
- "Economic Operator", meaning the private entity that supplies goods and/or services to a Public Administration through the Peppol Node. Within the Service the Economic Operator makes use of the Peppol Intermediary for the transmission of the pre-agreed Order and of the Response, on the one hand, and for the receipt of the Orders, on the other, as well as for the fulfilment process (sending and receipt) of the Transport Document, in accordance with the applicable national legislation.
- "Public Administration", meaning the public-law entity that sends the Order to the Economic Operator or receives the Transport Document through the Peppol Node.

"Transport Document" or "DDT": is a document evidencing the delivery or dispatch of goods by the transferor to the transferee; it must contain the identification data of the parties, the description of the goods and the date of delivery or dispatch. The sending of the Transport Document constitutes the fulfilment process.
"Documents subject to the ordering process": are the Orders, the pre-agreed Orders and the Responses, depending on the arrangements between the Public Administrations and the Economic Operators, as well as any further Document that may be required by the technical rules.
"Peppol Intermediary": within the Service, is Namirial S.p.A., authorised by the Client, upon signature of the Application Form, to create, process and transmit and/or receive the messages on behalf of the Economic Operator and/or of the Public Administration.
The Client makes use, in particular, of the services of the Peppol Intermediary for the performance, on its behalf, of the following activities, while retaining full and exclusive responsibility for tax and civil-law purposes:
- transmission and receipt of the Documents subject to the ordering and fulfilment process;
- management of the notification messages exchanged with the Peppol Node;
- fulfilment of the compliant digital Preservation obligations.

The Peppol Intermediary offers, in particular, all appropriate guarantees for performing the aforementioned role, being, among other things, a Digital Curator qualified with AgID pursuant to the CAD.
Where only the Preservation component of the Service is activated, the Client is responsible for the preceding activities of transmission and/or receipt and for the management of the related notification messages; the Client is therefore responsible for correctly transferring to the Service all the electronic documents to be preserved in XML format, in accordance with the applicable legislation, including technical legislation.
Depending on the individual activities performed by the Peppol Intermediary within the Service, as described below, that party may also be referred to simply as:
- "Transmitter" (Trasmittente): managing, on behalf of the Client, the transmission of the Documents subject to the ordering process or of the Transport Documents and receiving from the latter the system notifications of the Peppol Node;
- "Receiver" (Ricevente): managing, on behalf of the Client, the receipt of the Documents subject to the ordering process or of the Transport Documents and the exchange of the system notifications of the Peppol Node.

"Peppol Node": is the access point to the PEPPOL network, a worldwide network for the exchange of electronic documents for e-procurement, managed at European level, which is able to:
- receive the Documents subject to the ordering and fulfilment process;
- carry out validation checks on the Documents subject to the ordering and fulfilment process;
- transmit the Documents subject to the ordering and fulfilment process;
- manage the system notifications in order to track the procurement cycle of the Public Administrations.

"Order": the document by which the Public Administration informs the Economic Operator of the goods and/or services that it intends to purchase and of the related instructions. An Order may be an original one (initial Order), be linked to the original one (linked initial Order), replace a previous Order (replacement Order), cancel a previous Order (revocation Order) or may be used to confirm, decline or replace a Response or pre-agreed Order document received from the Economic Operator (acknowledgement Order for confirmation, for refusal and replacement).
"Pre-agreed Order": the document, equivalent to the Order, but issued by the Economic Operator in agreement with the Public Administration. A pre-agreed Order may be an original one (initial pre-agreed Order), may be linked to the original one (linked initial pre-agreed Order), or replace a previous pre-agreed Order (replacement pre-agreed Order) or cancel a previous pre-agreed Order (revocation pre-agreed Order).
"Response": the document by which the Economic Operator states that it has received the order (receipt Response), accepts (acceptance Response), declines (refusal Response) or makes changes (Response with amendment) to the Order received from the Public Administration.
"Peppol Node Service": is the Peppol Node service organised by the Peppol Intermediary for the digitalised management of

the documents of the purchasing cycle conveyed by the Peppol Node in commercial relations between Economic Operators and the Public Administration. It also includes the compliant digital Preservation of the Documents of the ordering process and of the fulfilment process, as well as of the related notification messages exchanged with the Peppol Node, in accordance with these Specific Conditions.

3. Scope of application of the Peppol Node Service

The Peppol Node Service is able to meet both the needs of the Economic Operators and those of the Public Administrations: the management of the documents of the purchasing cycle conveyed by the Peppol Node in accordance with the applicable technical rules incumbent on the Peppol Intermediary and with this Contract.
The Peppol Intermediary guarantees the provision of the Service to the Client in compliance with the technical rules in force as regards the activity of the Peppol Intermediary.
The Service, as defined in these Specific Conditions, allows the Client to fulfil the statutory obligation to manage the receipt and/or transmission of the Documents subject to the ordering and fulfilment process through the Peppol Node in commercial relations between Economic Operators and Public Administrations.

4. Specific conditions for the provision of the Peppol Node Service

The Service requires compliance with the following procedural steps:

a) the User, authorised by the Client, accesses the Web Platform and enters the data of the Document subject to the ordering or fulfilment process, as provided for by the applicable legislation, by uploading the XML file, by querying web services, by manually entering the data necessary for the automated drafting of the Document subject to the ordering or fulfilment process, or by other means defined by the Peppol Intermediary;
b) the Service keeps a record of the data entered by the User;
c) before the transmission of the Documents of the ordering or fulfilment process to the Peppol Node, the Service performs a syntactic check (without examining the merits of the content) of the XML file according to the schema laid down by the legislator;
d) the Service carries out the receipt of the Documents subject to the ordering or fulfilment process provided for by the Peppol Node;
e) the Service also provides for the management of the system notifications exchanged with the Peppol Node and for making them available to the User;
f) the Client, or the User, is obliged to examine the system notifications exchanged with the Peppol Node;
g) the Documents subject to the ordering or fulfilment process and the system notifications exchanged with the Peppol Node are subsequently placed in Preservation for a period of 10 (ten) years (or for the different period indicated in the Commercial Proposal or in another document of the Contract), provided that the Client is up to date with the payment of the fees due for the provision of the Service;
h) to that end, the Preservation Manager delegates to the Peppol Intermediary every activity necessary and required by law, in accordance with the Deed of Appointment prepared for that purpose by the Peppol Intermediary itself;
i) the Service guarantees the Client the possibility of requesting, via the web and through the User, the Dissemination Information Packages containing the Archival Information Packages and the documents preserved in the Preservation System of the Preservation Delegate;
j) the User is required to access the Web Platform in order to verify the Documents subject to the ordering or fulfilment process exchanged through the Peppol Node, together with their transmission and Preservation status, and may consult, for each document, the various status evidence and the Peppol Node messages.

It is expressly understood that the Client is responsible for the content of the Documents subject to the ordering or fulfilment process, such as, for example, the recipient identification code and the completion of further mandatory and/or optional fields provided for within the individual relationship with the Public Administration or with the Economic Operator as recipients of the Documents subject to the ordering or fulfilment process.
It is also expressly understood that the Public Administration or the Economic Operator are responsible for the correct registration, where applicable, of the electronic documents in their own electronic records management system (protocollo informatico), where adopted by them.
Furthermore, the Peppol Intermediary and/or the Partner and/or the Reseller do not intervene in the issuing of a new Order or Transport Document following a previous document rejected by the Peppol Node or contested by the Economic Operator (or by the Public Administration in the case of a pre-agreed Order); the issuing, correction and uploading of the new Order or Transport Document to the Peppol Node remain exclusively the Client’s responsibility. It is also pointed out that the Peppol Intermediary bears no responsibility where it is impossible to deliver the file from the Peppol Node to the Public Administration or to the Economic Operator (failed delivery) for reasons not attributable to the Transmitter.
Any dispute concerning, or transmission of, the Documents subject to the ordering or fulfilment process outside the Peppol Node shall be handled directly by the Economic Operator with the Public Administration, and not by the Peppol Intermediary.
Finally, a Client that transmits and receives the Documents subject to the ordering or fulfilment process and manages the related notification messages exchanged with the Peppol Node outside the Service may at any time request the activation of the Preservation component of the Service alone; in that case, the Client is required to make the Documents subject to the ordering or fulfilment process and the related system notifications available to the Digital Curator at least 60 (sixty) days before the statutory Preservation deadline. In order to ensure the correlation between the Documents of the ordering or fulfilment process and the related system notifications, the file names must not be modified with respect to the conventions defined in the technical rules.

Client Signature* _____
*please sign digitally

Client Name _____