

SPECIFIC CONDITIONS OF CONTRACT FOR THE SUPPLY OF SOFTWARE IN SAAS MODE
eSignAnyWhere

Section I - General Provisions

1. Value of these Specific Conditions

These specific conditions of contract ("Specific Conditions") govern the supply of the software indicated in the subject. These Specific Conditions integrate the Additional Conditions and refer to the services indicated in the Commercial Proposal. In the event of a conflict between the Additional Conditions and the Specific Conditions, the latter shall prevail. The Definitions indicated in the General Conditions apply to these Specific Conditions. The terms set out in Section III, "Specific Terms for AI Services," shall apply exclusively where the Client has purchased and activated the relevant module, as evidenced by the Commercial Proposal/Offer. In the absence thereof, such terms shall not apply.

Section II - Specific Conditions

A - Support

Any bugs can be reported through the user menu. The Client is requested to immediately inform Client support if they become aware of any unauthorized use of the account.

Furthermore, for any issues or simple requests for assistance regarding the management of the Service, a specific communication channel (help desk) is established, provided during normal business days and hours.

The Client acknowledges and accepts that in all phases of assistance, both remote and direct, the help desk operators may become aware of the Client's personal data found during the connection phases on the Client's IT devices.

B - Appropriate use

The choice of the type of electronic signature to be used within the Service rests entirely with the Client. The Client declares to be aware that certain types of contracts and documents may not be subject to electronic signature laws or may be subject to specific regulations issued by government agencies regarding electronic signatures and records. Namirial shall have no obligation to verify whether a specific electronic contract is subject to applicable electronic signature laws or is subject to specific promulgations by a government agency, or whether it can be legally signed with electronic signatures.

If Namirial suspects that the number of cases sent by a particular Client is abusive and/or excessively burdensome or that a user account is being used by different people, it will promptly inform the Client. In this context, it will represent the usage scenario, as well as any continuous monitoring, additional discussion, and/or information necessary to evaluate the action to be taken to restore the correct use of the Service.

The Client must not add files and attachments larger than 10 MB to a case, as large files can affect the signing performance.

The Client acknowledges and accepts that the Service does not represent a document storage tool. To this end, unless otherwise agreed between the Parties, the Client undertakes to download and simultaneously delete the documents signed through the Service from the platform itself within and no later than 90 (ninety) calendar days from the date of completion of the related case. After this period, Namirial is authorized to remove the content.

C - Account Closure

If the Client wishes to close the account, they must access the relevant account settings. Upon the Client's request, Namirial will close the account and delete any information from its active databases. The account will be closed as soon as reasonably possible. If the Client has shared content or information through the Service with other users, such content or information may still be available to these other users if they have not deleted it or closed their accounts. Namirial is not responsible for any loss or damage of any kind that may be suffered by any party as a result of a disclosure made by such third parties.

D - API

Namirial provides an API (Application Programming Interface) for integration. The use may be limited (e.g., a maximum number of API calls per account per hour) based on the provisions contained in the Commercial Proposal/Offer.

Section III - Specific Terms for AI Services

Art. 1 Definitions

For the purposes of this Section, the following terms shall have the following meanings:

- **AI Services:** the document summarization (Summarization) and AI-based chatbot (Intelligent Assistant) services made available by Namirial within the eSignAnyWhere service used by the Client;
- **Intelligent Assistant:** the AI-based conversational interface accessible through the AI Services;
- **Summarization:** the functionality that allows the content of documents to be summarized, accessible through the AI Services;



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



- **AI Tool:** the software used for automatic document summarization and the Intelligent Assistant service, provided by Amazon Web Services Inc. (hereinafter referred to as "AWS");
- **Personal Data:** the personal data processed by the Client, Namirial and AWS within the scope of the AI Services, as defined by Regulation (EU) 2016/679 (GDPR);
- **End Users:** the individuals who access the eSignAnyWhere service used by the Client to sign the document packages transmitted by the Client.

For any further definitions contained in this Section, express reference is made to the definitions contained in the General Conditions.

Art. 2 Object

Namirial provides the Client with the AI Services, in addition to the services already provided for in the General Conditions. The Client acknowledges that the AI Services are made available through an AI engine provided by AWS.

Art. 3 Functionality of the AI Services

- **Intelligent Assistant:** This service allows End Users, through a chat communication interface, to ask questions and request clarifications about the document to be signed through the eSignAnyWhere service.
The AI Tool acquires the input data entered by the user and generates a response based on the information contained in the document to be signed, of which it has previously acquired the information.
- **Summarization:** This service allows End Users to obtain a summary of the textual content present in the document to be signed through the eSignAnyWhere service.
The AI Tool, upon the User ticking the relevant option, acquires the textual data contained in the document to be signed and, on the basis of this information, generates a summary which is shown to the User.

Art. 4 Warranties and Liability

Namirial undertakes to provide the services covered by this Section in compliance with best practices and technological standards, as also declared by the supplier of the AI Tool.

The Client is and remains solely responsible for the use of the AI Services by End Users and assumes the risk of using unsupervised automatic systems.

Art. 5 Data Processing

During the use of the AI Services by the Client and/or End Users, it is possible that personal data contained in the documents to be signed on eSignAnyWhere may be acquired by the AI Tool.

With regard to the aforementioned personal data, the Client, as Data Controller, undertakes to comply with all the obligations set forth in EU Regulation 679/2016 (GDPR) towards End Users.

For the specific purposes related to the use of the AI Services, the appointment agreement signed between the Client, as Data Controller, and Namirial, as Data Processor (DPA) is therefore integrated and updated to include, among the processing purposes for which Namirial is authorized to process personal data, that of the use of the AI Services, as described in this document.

The supplier of the AI Tool, Amazon Web Services Inc., will act as a further data processor, on behalf of Namirial, guaranteeing the application of adequate technical and organizational security measures, described in the DPA available for consultation at the following address: [AWS Data Processing Section \(DPA\) - Navigating GDPR Compliance on AWS \(amazon.com\)](#).

Art. 6 Intellectual Property

The Client acknowledges that all intellectual property rights relating to the AI Services belong exclusively to Namirial or its licensors.

The Client acquires only a limited, non-exclusive and non-transferable right to use the AI Services in accordance with the terms set forth in this Section and the General Conditions and Conditions, as well as the terms of the AI Tool supplier, available on the latter's website: <https://aws.amazon.com/en/bedrock/>.

The Client undertakes not to modify, adapt, translate, decompile, disassemble, or attempt in any way to reconstruct the source code of the AI Tool's AI Services, or to create derivative works based on the AI Services.

The Client agrees not to use the AI Services in any way that violates the intellectual property rights of third parties, including, but not limited to, patents, trademarks, copyrights and trade secrets.

In the event of a breach by the Client of the provisions of this article, Namirial reserves the right to take appropriate legal action to protect its rights.

Art. 7 Indemnity Clause

The Client indemnifies and holds Namirial harmless from any liability, damage, cost and expense, including legal fees, arising from or in any way connected with:

- The use of the AI Services by the Client and/or End Users;
- The Client's breach of the General Conditions and Conditions or this Section;
- Any claim by third parties in relation to the use of the AI Services by the Client and/or End Users.

Art. 8 Limitation of Liability Clause

The Client acknowledges and agrees that the AI Services described above are intended to highlight the most relevant aspects of the document to be signed, but do not replace, nor do they intend to replace, the reading of the entire document.

The summary provided, as well as the answers generated by the Intelligent Assistant tool, may not be accurate, complete or up-to-date and may not reflect the specific situation or needs of the Client and/or End User. The End User is and remains solely responsible for verifying the document before signing it.

The Client agrees and the End User shall agree that the AI Services are provided "as is" and "as available" without any warranty, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement.

Namirial and the AI Tool supplier do not warrant the accuracy, completeness, timeliness, reliability or availability of the AI Services.



The Client agrees to hold Namirial harmless from any claim, liability, damage, loss or expense arising from or in relation to the use of the AI Services by End Users, or the breach of these terms and conditions.

The Client acknowledges and agrees that Namirial is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, data or other intangible losses, arising from or in relation to the use of the AI Services by End Users, even if Namirial has been advised of the possibility of such damages.