

CONDITIONS FOR THE PROVISION OF CLOUD SERVICES

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1 - General provisions

The provision of the Cloud Services of Archimede Informatica - Società Cooperativa, Via Livia Gereschi, 36 Pisa, PI, 56127, VAT 01380540508 is governed by the contract (later for brevity "Contract") that is concluded between the providing company (hereinafter for the sake of brevity "Archimedes" or "Supplier") and the person, natural or legal, that is the body, public or private, that is the association, identified/or as customer in the order form (later for brevity "Customer"), jointly defined "Parties". The Contract is constituted by the present conditions of supply (subsequently for brevity "Conditions") and by the other indicated documents, that form all of them, to every effect of law, integral and substantial part:

- 1) Conditions for the provision of Cloud Services;
- 2) Order form;
- 3) Technical specifications;

2 - GENERAL CONDITIONS

2.1 Definitions

Access credentials - Login and password sent by the Supplier to the Customer following the contract finalization.

Confidential information - (i) information relating to the Supplier and deemed by the same or classified as confidential and/or confidential that the Customer has known for any reason related to the application of the contract and/or (ii) information relating to the Supplier which, by its nature, content or circumstance, would normally be considered as such. In this regard, by way of example and not exhaustive, confidential information of the Supplier are all the performance, characteristics, configurations and technical information of the Service, estimates, audit reports or security reports, product development plans.

SaaS - the Software provided as a Service (SaaS) created and allocated exclusively for the Customer through the Service and used or managed by the Customer for itself or for third parties or by the latter directly if authorized by the Customer itself.

Software Licenses - the permissions issued by the owners of software products.

2.2 Subject of the Contract

The object of the Contract is the provision of Cloud Services, in the type, manner, technical characteristics, limitations and economic conditions in force at the time of its conclusion.

2.3 Completion of the Contract

The Contract is finalized on the date of the correct and timely receipt by Archimedes of the acceptance of the estimate through the methods indicated when sending the estimate, together with compliance with the payment clauses specified therein. Acceptance of the estimate implies full acceptance by the Customer of the Conditions and all other documents constituting the Contract. Upon activation of the Services, communication will be sent by e-mail to the e-mail address indicated by the Customer with the Access Credentials. It is understood, in any case, that the use of the Services by the Customer attests to the acceptance of all the contractual conditions.

2.4 Service fee - payment methods and price list

2.4.1 Unless otherwise agreed between the Parties, the Archimedes Cloud Services are paid by the Customer in the manner indicated in the quote.

2.4.2 The Customer may manage the Service from the moment it is activated until the scheduled expiration date, subject to compliance with the agreed payment terms. Once the period of paid responsibility has been exhausted, it will be necessary to clear the agreed amount so that the service is not interrupted. The continuity of the Service is guaranteed by the timely payment of the agreed fee.

2.4.3 The Customer acknowledges and accepts that the payment of the consideration takes place in the manner and within the time agreed in order to ensure the continuity of the Service.

2.4.4 The Customer expressly acknowledges and accepts that the invoice may be transmitted and/or made available to him in electronic format.

2.5 Activation and provision of the Service

2.5.1 With the activation of the Service, the Customer can start to create and configure the SaaS of which he will be solely responsible and to which he alone will have exclusive access through the appropriate administrative interfaces.

2.5.2 It is expressly understood that the Supplier, in relation to each Service, is not subject to any general obligation of supervision, it therefore does not control or monitor the conduct or acts carried out by the Customer and/or any third party authorised by the

Customer through the SaaS or does not control or supervise the information and/or data and/or contents they have entered into the infrastructure; in any case, the Supplier is and remains unrelated to the activities that the Customer and/or any third party authorized by him carry out independently by accessing remotely via the Internet through their Credentials to access their respective SaaS.

2.5.3 In any case, the Customer once accessed the Service is the sole owner, in accordance with EU Regulation 2016/679, of the processing of any data entered and/or processed in such infrastructure.

2.5.4 The Provider guarantees that the servers on which the SaaS service will be installed reside in countries of the European Union.

2.5.5 The Provider ensures that the system clock of the servers on which the SaaS service will be installed are synchronized through a Time Server. The exact time is retrieved from the latter through the atomic clocks in the Internet network. If requested, Archimedes provides cloud service clients with information regarding the time used in the cloud service and how to synchronize with it.

2.5.6 The Provider sends the Customer the login credentials of the administrator user of the activated SaaS service with tools suitable for transferring said credentials in an encrypted manner. The exact modalities will be decided with the support service at the time of service activation by meeting the Customer's availability and technical capabilities.

2.5.7 Access to all SaaS services is provided through secure connections encrypted with the SSL protocol. The Provider guarantees to periodically renew SSL certificates.

2.5.8 Access credentials are stored on the systems hosting the SaaS services in encrypted form and accessible only to authorized personnel of the Provider.

2.6 Supplier's Obligations and Limitations of Liability

2.6.1 The Supplier guarantees to the Customer the provision and use of the Service with as much continuity as possible in accordance with the service levels stipulated in the Technical Specifications.

2.6.2 The obligations and responsibilities of the Supplier towards the Customer are those defined by the Contract therefore in any case of breach or default attributable to the Supplier, the same will answer within the limits provided by being expressly excluded, now for then, any other indemnification or compensation to the Customer for direct or indirect damages of any nature and species.

2.6.3 The Supplier reserves the right to interrupt the provision of the Service in order to proceed with technical interventions aimed at improving its operation. In this case, notice

will be given to the Customer by e-mail with as much notice as possible; said notice will also indicate the timing of the restoration.

2.6.4. The Supplier, unless otherwise agreed upon in the Contract, shall make a specific daily backup of the data and/or information and/or content processed by the Customer, for itself or for third parties or by them if authorized by the Customer, and stored by the SaaS, in addition to the backup on all storage content that the Supplier itself, for its own caution, makes periodically for the purpose of eventual restoration of the Service; however, this does not relieve the Customer from taking all necessary security measures to safeguard its data.

2.6.5 The Supplier shall not be held liable under any circumstances for the use made of the SaaS in connection with critical situations involving, by way of example, specific risks to the safety of persons, environmental damage, specific risks in connection with mass transportation services, the operation of nuclear and chemical plants and medical devices; in such cases, the Supplier makes itself available to evaluate and negotiate with the Customer a specific "mission critical" agreement with respective SLAs.

2.6.6 The Supplier does not assume, under any circumstances, any responsibility for the information, data, content entered or transmitted and, in any case, processed by the Customer, for itself or for third parties or by the latter if authorized by the Customer, in the SaaS and in general for the use made by the same of the aforesaid SaaS and reserves the right to take any initiative and action, to protect its rights and interests, including the communication to the parties involved of the data useful to allow the identification of the Customer. The Provider shall in no case be liable for any damage, direct or indirect, of any kind and species, caused by the Customer to third parties who in any way and form and for any reason have used the Service.

2.6.7 The Provider grants SaaS instances to the Customer at the latest available stable version. All development and testing activities are conducted on instances that are not assigned to individual customers, and any upgrade of an instance occurs only after the installed version has passed the development and testing phases conducted on instances residing on separate servers and without using data used by the Customer.

2.6.8 The Provider will apply all necessary technical measures to ensure the confidentiality of data processed through the SaaS service, but may provide such data to the relevant authorities when required by law.

2.7 Obligations and rights of the Customer

2.7.1 The Customer is entitled to use the Service in accordance with the Technical Specifications. The Customer also acknowledges and agrees that in any event shall not be entitled to claim from the Supplier any compensation or damages whether direct or indirect beyond what may be provided in the Technical Specifications.

2.7.2 The Customer warrants that the data and information provided by the Supplier for the purpose of entering into the Contract are true, correct, and such as to enable its identification. The Supplier reserves the right to verify such data and/or information, requesting additional documents that the Customer undertakes, now and in the future, to provide.

2.7.3 The Customer declares that he has all the technical knowledge necessary to ensure the correct use, the administration and management of the SaaS and in any event acknowledges that the processing of data and/or information and/or content carried by the SaaS and the subsequent dissemination thereof on the Internet through the SaaS is carried out exclusively at its own risk and under his own responsibility.

2.7.4 The Customer acknowledges that the Internet network is not controlled by the Supplier and that, due to the peculiar structure of the aforementioned network, no public or private entity and not even the Supplier is able to guarantee and monitor the performance and functionality of the branches of the network and to control the content of the information that is transmitted through its network. For this reason, no liability may be attributed to the Supplier for the transmission or receipt of illegal information of any kind.

2.7.5 The Customer, also in the name and on behalf of third parties who may, in any way, have consented to use the Service, undertakes to use the Service exclusively for lawful purposes and permitted by the applicable legal provisions, the customs and practices, the rules of diligence and in any case, without prejudice to any right of third parties, assuming all responsibility in this regard. The Customer declares to be the sole and exclusive administrator of the Service and as such to be solely responsible:

- (i) the management of data and/or information and/or contents processed by him in the SaaS, their security and their storage and the carrying out of any other activity deemed useful or necessary to guarantee their integrity, undertaking, for the effect, to implement, at its own expense, appropriate security measures;
- (ii) the content of the information, sounds, texts, images, elements of form and data accessible and/or made available in the SaaS and in any case, in any way, transmitted or placed online by the Customer;
- (iii) malfunctions of the Service for any use that does not comply with the Provider's Services Usage Policy;
- (iv) the loss or disclosure of access credentials;
- (v) the management of access to the SaaS administration and use interfaces.

2.7.6 The Customer undertakes to communicate to the Supplier, by opening a special ticket, any change in his personal data and contact details including the address and email indicated at the time of order.

2.7.7 The Customer also undertakes to promptly inform the Supplier of any unauthorized use of their account or any other security breach found.

2.7.8 The Customer takes note and accepts, for itself and for third parties to whom it has allowed, in any way, to use the Service, that only the LOG files produced by the Supplier systems will be taken as source of information with regard to the certification of all transactions carried out with the SaaS. The Customer, on the other hand, is solely and exclusively responsible for any other operation carried out for himself or for third parties or by them directly, in the use, administration and management of the SaaS, for the effect with regard to such operations he undertakes to:

- a) to comply with or to enforce the current legislation applicable to third parties, including that for the protection of personal data (EU Regulation 2016/679);
- b) to indemnify and hold the Supplier harmless from any and all claims for damages, direct or indirect, of any nature and species, made by anyone in this regard.

2.7.9 The Customer undertakes, as of now, to indemnify and hold the Supplier harmless from any and all third party claims or demands for damages to the same caused by or through the use of the Service. The Customer shall bear all costs, damages and charges, including any attorneys' fees, arising out of any such action for liability and agrees to notify the Supplier if any such action is brought against it.

2.7.10 The Customer undertakes to notify and enforce compliance by any third parties to whom it has allowed, in any capacity, to use the Service, with all the prescriptions provided for in the contract, none excluded, also undertaking to indemnify and hold harmless the Supplier from any claims and/or demands for damages made by anyone that find their title in the violation of the aforementioned prescriptions and in any case in the conduct of the Customer or the aforementioned third parties.

2.8 Support and maintenance

2.8.1 Technical support shall be rendered only at the times and in the manner specified in the quotation and Technical Specifications. The Customer shall in all cases promptly notify the Supplier of any irregularities or malfunctions detected by the Supplier for the Service. The Supplier shall make every reasonable effort to take charge of the problems communicated by the Customer as soon as possible, consistent with the times during which the support activity is provided and indicated.

2.8.2 The Supplier may carry out any "customized" interventions and, in any case, interventions aimed at providing the technical assistance necessary to ensure the smooth functioning of the Service. In such cases, the Customer authorizes the Supplier and/or the companies appointed by the same to carry out the technical intervention required and/or necessary; the Customer acknowledges and accepts that such intervention takes place with variable timing due to the following criteria:

- a) type of action requested;
- b) order of arrival of the request for intervention;

2.8.3 In order to allow the correct and rapid execution of the requested intervention, the Customer undertakes to provide all the specifications and information requested by the Supplier. With the intervention referred to in this paragraph, exclusively of a technical type, the Customer:

- a) declares to be aware that such intervention may have a high degree of risk for the operation of the Service or for the integrity of data and/or information and/or content entered by him and/or processed through the Service;
- b) acknowledges and accepts that the Supplier, with the performance of the intervention, assumes obligation of means and not of result and that, in no case, will participate in the management or put in place interventions on data and/or information and/or content processed by Him and/or entered through the Services and/or in its remote location not participating and/or determining in any way the same;
- c) accepts, now and in the future, to bear all the risks involved;

2.8.4 The Supplier undertakes to ensure a level of professionalism appropriate to the performance of the required activities, according to the rule of art and in any case with the prescribed diligence and for the time strictly necessary for the provision of the requested service, and at the same time does not acquire and/or store information in the Customer's archives.

2.8.5 Notwithstanding the foregoing in any case, the Customer, as of now, relieves the Supplier and/or the Companies controlled by it and their personnel, as well as the external Companies assigned to the intervention and their personnel, from all liability for any damages, direct or indirect, of any nature or kind suffered and to be suffered by or because of the interventions referred to in this Article 2.8.2.

2.8.6 The Supplier reserves the right to suspend or interrupt the provision of the Services in order to carry out technical maintenance operations. In this case, the Customer will be notified by e-mail with the greatest possible notice; this communication will also indicate the timing of the restoration.

2.8.7 The Customer acknowledges and accepts, now for then, that the occurrence of the case referred to in art. 2.10 lett. f), the latter may provide, through its own systems, to carry out automatic updating/maintenance operations to the Service deemed appropriate at its sole discretion; in this case, the Customer raises, now for then, the Supplier for any damage, direct or indirect, of any nature and species suffered and suffered by or due to such interventions, including, but not limited to, those resulting from the interruption of the Service and/or lack of visibility of the website and/or loss of data.

2.8.8 The Supplier will assist the Customer in the event of a data breach (compromise of integrity, confidentiality, availability) both personal and non-personal. The Supplier agrees to give prompt notice of the breach and, after necessary technical investigation time, to explain the causes to the Customer and implement countermeasures to prevent recurrence. The Supplier also undertakes to assist the Customer in restoring the data to the extent permitted by the type of breach.

2.8.9 Software provided in SaaS mode is subject to periodic testing plans by the respective manufacturers. The Supplier is in contact with said manufacturers and informed of any vulnerabilities. The Supplier agrees to keep its systems up-to-date and in case of need to act as provided in paragraph 2.8.7 above.

2.9 Duration of the Contract

2.9.1 The Contract governs the provision of the Services to the Customer with effect from the date of its execution. The Contract has the duration until the expiration of the last of the Cloud Services purchased by the Customer, with the right of withdrawal for each Party to be communicated to the other party in the manner provided for in Article 2.11 below. Upon termination of the Contract, the Supplier will deactivate the Service.

2.9.2 Without prejudice to the provisions of the other documents constituting the Contract, the Customer acknowledges and accepts that on the date of expiry of each Service and in any case, on termination of the Contract for whatever reason, the Parties shall be automatically released from their respective obligations; the Customer acknowledges and accepts that it constitutes its exclusive responsibility to make a request for the Supplier to make a copy and of the data and provide it to it on termination of the Contract, it being understood that once the Contract has ended or the Service has expired, such data and/or information and/or content may no longer be recoverable. In any event, the Customer hereby relieves the Provider from any and all liability for any loss or damage in whole or in part of data and/or in formations and/or content entered and/or processed by the Customer through the Service(s). It remains the sole responsibility of the Customer, the eventual restoration of the data and/or information and/or content entered and/or processed by the same, after reactivation of the Service in question, if necessary by concluding a new Contract.

2.10 Suspension of Service

2.10.1 Subject to the application of the following art. 2.12, the Supplier, at its discretion and without the exercise of such power may be challenged as a breach or breach of the Contract, reserves the right to suspend the Service, even without notice if:

- a) the Customer defaults or violates even one of the provisions contained in the Contract;
- b) the Customer fails to meet, in whole or in part, the requests of the Supplier and in any case its behaviour is such as to give rise to a reasonable and reasonable fear that he is in breach of the Contract or liable for one or more violations of its provisions;
- c) there are reasonable grounds for believing that the Service is being used by unauthorised third parties;
- d) there are cases of force majeure or circumstances that, at the sole discretion of the Supplier, require emergency interventions or related to the resolution of security problems, danger for the entire network and/or for people or things; in that case, the Service will be

restored when the Supplier, at its discretion, has assessed that the causes that led to its suspension/interruption have actually been removed or eliminated;

e) the suspension is requested by the Judicial Authority. In any case of suspension of the Service attributable to the Customer, it is without prejudice to any action by the Supplier for damages.

f) the Customer uses defective or non-homologated equipment and/or software, or malfunctions that could cause security problems and/or vulnerabilities of the Service, may damage the integrity of the network and/or disturb the Service and/or create risks to the physical safety of persons and property.

2.10.2 During the suspension of the Service, the Customer may not have access to data and/or information and/or content from the same entered and/or processed in the Virtual Infrastructure.

2.11 Withdrawal

2.11.1 The Customer qualifies as "consumer" pursuant to art. 3 of D.lgs. 206/2005 (cd. Italian "Consumer Code"), may exercise the right of withdrawal in the forms and methods provided by art. 52 and following of the Consumer Code within the period of 14 (fourteen) days from the date of conclusion of the Contract without any penalty and without indicating the reasons. In the event of the exercise of the right of withdrawal, the supplier will refund to the Customer, without undue delay and in any case within 14 days from the day on which the intention to withdraw from this contract was communicated, all payments received in respect of the accepted estimate for the hosting services of the service, by the same means of payment used by the Customer for payment, or in ways agreed with the Customer for which they will not incur any cost as a result of the refund.

2.11.2 The Supplier reserves the right to terminate the Contract at any time and without obligation to state reasons, by giving the Customer at least 15 (fifteen) days' notice in writing, by means of written notice, except in the case of events determined by force majeure, under which the Supplier reserves the right to terminate this contract with immediate effect. Upon expiration of the aforementioned period, the Contract shall be deemed to be terminated and/or terminated and the Supplier may at any time deactivate the Services without further notice and refund to the Customer the amount paid relating to the period remaining at the end of the contract with respect to hosting services. In any event, any other liability of the Supplier for the exercise of the right of termination and/or the Customer's failure to use the Service or the consequent right of the Customer to claim any other reimbursement or compensation or indemnity of any kind or kind whatsoever shall remain expressly excluded.

2.12 Express termination clause - termination for default - termination

2.12.1 Without prejudice to what is provided for in other clauses of the Contract, the Contract shall be considered terminated with immediate effect, if the Customer: violates

the obligations provided for in Articles 2.7, 2.14 and 2.15 of these Conditions as well as the provisions provided for in documents to which they refer; or performs, by using the Service, any illegal activity; is registered on the list of protests, is declared insolvent, has been admitted to or is subject to insolvency proceedings.

2.12.2 In addition, in the event of non-performance of the obligations under the Contract, the Supplier reserves the right to send to the Customer, at any time, pursuant to and for the purposes of Article 1454 of the Italian Civil Code, notice to comply within 15 (fifteen) days of receipt of the relevant registered letter A/R or PEC.

2.12.3 Notwithstanding the provisions of the preceding paragraphs of this Article, the Contract shall automatically terminate without the Supplier having to send any notice to the Customer if the Customer, for a continuous period of twelve months

- a) does not use the Service or
- b) does not make the due and agreed payments.

2.12.4 From the date of the termination of the Contract or withdrawal occurring in the cases provided for in this article, the Service shall be deactivated and the Supplier shall have the right to charge the Customer for any further charges it has had to bear, without prejudice in any case to its right to compensation for any damages suffered.

2.13 Changes to the Contract

2.13.1 The Customer acknowledges and accepts that the Service covered by the Contract is characterized by constantly evolving technology, for these reasons the Supplier reserves the right to change for the better the economic and/or technical characteristics of the Service, of the tools related to it and to vary the conditions of the Contract at any time, even after its signing, without this giving rise to any obligation of any kind on the part of the Customer. The costs of software licenses paid, through the Provider, to the respective licensees will be automatically adjusted in the event of a price change by the licensee.

2.13.2 If the Supplier makes technical-economic changes that are pejorative or aggravating in performance and/or economic terms or modifies the contractual conditions in any part, such changes will be communicated to the Customer by email. The aforementioned changes will take effect after 10 (ten) days from the date of their communication. Within the same period, the Customer may exercise the right to withdraw from the contract by written notice to be sent in the manner and timeframe provided for in Art. 2.11 above. If the Customer fails to exercise the right of withdrawal, within the terms and in the manner indicated above, the changes shall be deemed to be definitively known and accepted by the latter. Without prejudice to the foregoing, the Supplier may vary the technical characteristics, systems, resources as a result of the normal technological evolution of hardware and software components, guaranteeing the Customer the same functionality.

2.14 Copyright and licenses

2.14.1 The Customer is obliged to use the Service in compliance with the intellectual and/or industrial property rights of the supplier. Software such as any other copyright or other intellectual property right is the exclusive property of the Supplier and/or its legal entities, therefore The Customer does not acquire any right or title in this regard and is obliged to use them only during the period of contractual validity.

2.14.2 In the case of licenses provided by third-party vendors through the Supplier, the Customer, for itself and/or for third parties to whom it has permitted to use the Service, acknowledges that it has read the terms and agrees to use the software in the manner set forth on the respective sites solely for its own personal use. The Customer agrees to accept and abide by the terms of the aforementioned licenses. The Customer acknowledges that he/she understands that the Licenses are between the Customer and the owner of the copyrights to the same to the exclusion of any liability of the Provider.

2.14.3 Unless otherwise agreed, it is expressly forbidden for the Customer to market the Service as an agent or reseller or dealer or distributor or licensee of the Supplier or in any other capacity and, in any case, to market it or use it as a service of the Supplier or by making use of the Supplier's trademarks and/or images and/or promo-advertising material and in any case more generally of any intellectual and/or industrial property rights it in fact uses or owns.

2.15 Security of information

The Customer, having taken note that the supplier has equipped itself with the certification and other means and/or tools deemed suitable to protect in the most effective way the security of information (physical, logical, computer and organizational), is committed, now and in the future, not to disclose or make available in any way to third parties the confidential information known or managed in relation to the execution and/or application of the Contract in the absence of specific written consent of the Supplier.

2.16 Final provisions

2.16.1 This Agreement cancels and supersedes any and all prior understandings that may have existed between the Supplier and the Customer attributable for any reason to the same access credentials (login and password) and having to do with the Service and constitutes the ultimate and integral manifestation of the agreements concluded between the Parties on such subject matter. No modification, apostille or clause however added to this agreement shall be valid and effective between the Parties unless specifically and expressly approved in writing by both Parties. In case of special agreements with the Customer these shall be in writing and shall constitute addenda to this agreement.

2.16.2 In no event shall any default and/or conduct of the Customer that differs from the Contract be deemed a waiver thereof or tacit acceptance thereof, even if not disputed by the Supplier. Any failure of the Supplier to exercise or enforce any right or clause of the Contract shall not constitute a waiver of such rights or clauses.

2.16.3 Unless expressly stated otherwise in the Contract, all communications to the Customer may be made by the Supplier indiscriminately by hand, by electronic mail, certified or not, by registered RR letter, by ordinary mail or by telefax to the addresses indicated by the Customer when accepting the quotation and, consequently, the same shall be considered known to the Customer. Any changes in the addresses and contact details of the Customer including the e-mail address indicated in the order phase that are not communicated to the Supplier in the manner provided for in the Contract shall not be enforceable against it.

2.16.4 Except for the cases specifically provided for in the Contract all communications that the Customer intends to send to the Supplier with respect to the Contract, including requests for assistance, shall be sent in the manner specified in the Technical Specifications, except for the form provided for communications required by specific applicable regulations.

2.16.5 The contract entered into with the Customer shall be sent by email, stored in the Supplier's computer systems, and shall be transmitted to the Customer upon its request in the manner specified in the preceding paragraph.

2.16.6 Any ineffectiveness and/or invalidity, in whole or in part, of one or more of the clauses of the Contract shall not result in the invalidity of the others, which shall be deemed fully valid and effective.

2.16.7 For matters not expressly provided for in the Contract, the Parties expressly refer, to the extent possible, to the applicable laws.

2.16.8 Any complaints regarding the provision of the Service, should be addressed to: Archimede Informatica - Società Cooperativa, Via Livia Gereschi, 36 Pisa, PI, 56127, P.IVA 01380540508 by registered letter AR or PEC.

The relations between the Supplier and the Customer established in the Contract cannot be understood as relations of mandate, company, representation, collaboration or association or other similar or equivalent contractual forms.

2.16.9 The Customer agrees not to assign the contract to a third party without prior written permission from the Supplier.

2.17 Ultraactivity

This clause, the other clauses of these Conditions set forth below as well as the provisions contained in documents to which such clauses refer will continue to be valid and effective

between the Parties even after termination or termination of any cause due or any party liable; Specifically 2.1 Definitions, 2.5 Activation and Delivery of the Service, 2.6. Obligations and limitations of liability of the Supplier, 2.7. Obligations and rights of the Customer, 2.11. Withdrawal, 2.12. Express Termination Clause - Termination by Default - Termination Terms, 2.14. Copyright and Licenses, 2.15. Information security, 2.19. Applicable law, jurisdiction and jurisdiction.

2.18 Processing of personal data

2.18.1 The processing of personal data communicated by the Customer to the Supplier for the purposes of the execution of this Contract and the subsequent provision of the Service, will take place in accordance with the EU Regulation 2016/679 and with the privacy policy issued by the Supplier at the stage of first contact. The processed data, for the purposes of the execution of the Contract, may be communicated to third party suppliers, based abroad within the European Union, in accordance with and within the limits of the aforementioned privacy regulation.

2.18.2 The Provider assumes the functions of the Data Controller as provided for in Article 28 of the EU Regulation 2016/679 with appropriate appointment attached to the Contract and signed at the time of the conclusion of the Contract. All requests that the Customer has as a Data Controller for the Data managed through a SaaS instance must be submitted to the Service Provider.

2.19 Applicable law, jurisdiction and jurisdiction

2.19.1 The Contract is governed exclusively by Italian law with the exclusion of any application of the United Nations convention on the international sale of goods. These terms and conditions have been drafted and prepared in compliance with and in accordance with the provisions contained in Legislative Decree 206/2005 (Consumer Code) and Law 40/2007 (Urgent measures for the protection of consumers, the promotion of competition, the development of economic activities and the birth of new businesses); they shall be understood to be automatically amended and/or adapted to the provisions of subsequent laws and/or regulations on the subject.

2.19.2 The Italian Judicial Authority shall have exclusive jurisdiction to resolve and decide any and all disputes relating to the interpretation and/or execution and/or application of the Contract.

2.19.3 Jurisdiction to resolve and decide any and all disputes relating to the interpretation and/or execution and/or application of the Contract is identified in the Court where the Supplier has its registered office.