

GENERAL TERMS AND CONDITIONS

The agreement between YOU and VEM



1. Who are the parties to the agreement?

US, VEM

VEM Sistemi S.p.A.
(TAX CODE / VAT No. 01803850401), having
its registered office at Via Don Sebastiano
Calderoni, no. 12, 47122 - Forlì (FC).

YOU, THE CUSTOMER

The company purchasing goods and/or ser-
vices following the acceptance of VEM's offer.

2. Which documents and annexes form the agreement between YOU and US?

The agreement between the YOU and US consists of the following documents which, in the event of contradictions, will be applied according to the following order of precedence:

1. the offer (i.e. the offer document submitted by VEM and accepted by YOU);
2. these General Terms and Conditions (or other terms and conditions agreed with VEM in writing).



Other terms and conditions suggested by YOU (e.g. as an annex to an order) but not formally accepted by VEM, are not a part of this agreement.

3. What is the subject matter of the agreement?

The subject matter of the agreement is the supply of goods and/or provision of services described in detail in the offer.

4. What is the term of the agreement?

The agreement shall enter into force on the date YOU accept the offer and shall last until the services specified in the offer have been completed.

5. When is an offer considered to be accepted?

An offer is accepted (and the agreement between YOU and US enters into force) when:



or



or



or



a. YOU have returned it signed with digital signature or handwritten signature and stamp

b. YOU have communicated its acceptance, e.g. by email

c. VEM has received the Customer's order, and the order includes references to the contents of the offer (e.g. serial number of the offer or its subject matter)

d. YOU have paid all or part of the price specified in the offer.

Supply



6. Delivery of goods



What does "goods" mean?

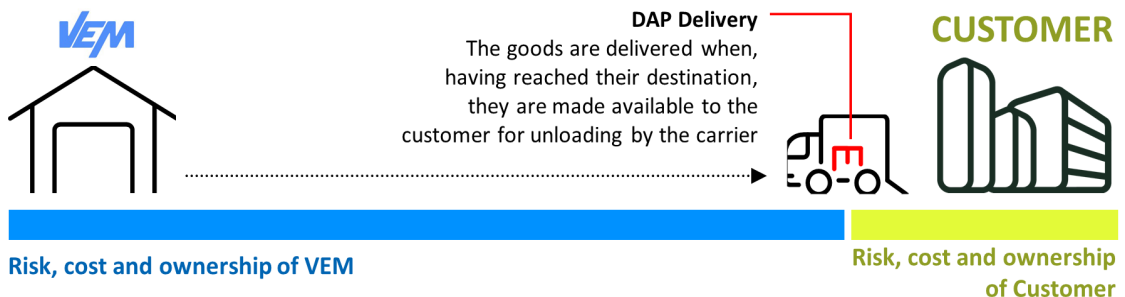
The goods supplied by VEM may include:

- hardware material; and/or
- software user licence.

6.1 Delivery Methods

Delivery is DAP (Incoterms 2022), at the place identified by YOU.

The goods are delivered by and at the expense of VEM, using appropriate methods (e.g. by courier chosen by VEM or own-account transport).



6.2 Delivery times

Delivery times are approximate and depend on the availability of the goods at the manufacturer and distributor.

6.3 Customer's liability

From the time of delivery, YOU shall be exclusively liable for the goods. YOU, therefore, assume all obligations of safekeeping and risks of loss, theft or deterioration.

Upon delivery of the goods, YOU shall check that they are correct, compliant, and undamaged. Any evident flaws and defects (e.g. packaging damage) shall be immediately reported to VEM.



These liabilities also apply when VEM installs the goods after delivery.

7. Testing

7.1 Testing methods

If and as agreed in the offer, VEM shall commence testing operations upon conclusion of the service:

- a. with the participation of one of the Customer's technicians;
- b. by using standard tests/diagnostic programs provided by the original manufacturer; and/or
- c. by filling in a checklist shared with the Customer.

7.2 Troubleshooting during testing

Should a problem arise during testing, VEM will offer its expertise to remedy the problem within a reasonable period until testing is successful. VEM shall not grant any further compensation.

7.3 Acceptance of supply

The services provided by US shall be considered to be accepted at the end of the service if:

- a. the offer does not require any testing operations;
- b. YOU are unavailable to take part in the testing operations; or
- c. YOU do not report any evident flaws and defects (e.g. packaging damage) at the time of delivery of the goods.

Payment



8. Price, invoicing and payment

The price and the terms of payment and invoicing are set out and agreed in the offer. The prices specified in the offer are:

- a. inclusive of any transport costs sustained by VEM; and
- b. exclusive of VAT.

9. Disputes

Any disputes shall always be dealt with separately and shall not release YOU from the obligation to pay the agreed price to VEM.

10. Failure to pay

In the event of failure to pay, VEM shall be entitled to suspend the supply until it receives regular payment of the agreed price.

Warranties



11. General warranty

VEM warrants that the goods and services provided:

- a. shall correspond to those ordered;
- b. shall comply with applicable regulations in force; and
- c. shall not breach third-party rights.



VEM **does not** warrant that the goods and services are suitable for meeting special requirements (e.g. performance, quality, marketability or fitness for particular purposes).

VEM shall not be liable for any damages incurred if work under warranty interrupts the Customer's business activities.

12. Warranty on services

All services are provided on an “as is” basis, with no warranties of any kind (whether implied or express).

13. Warranty on goods

13.1 Manufacturer's original warranty

The warranty on the goods supplied is granted only and directly by their manufacturer. VEM issues to the Customer the same, identical warranty in turn received from the original manufacturers.



The manufacturer's warranty shall only cover the replacement or repair of the goods or their malfunctioning or defective parts (unless otherwise provided by the manufacturer as detailed on its website).

13.2 Warranty period

- a. The period of validity and the duration of the warranty on the goods are established by the respective manufacturers and can be found on their website.
- b. The manufacturer's warranty on replaced goods shall continue according to the manufacturer's specifications.

13.3 Loss of warranty

The manufacturer's warranty may be cancelled if YOU do not properly follow all the instructions provided by the manufacturer and/or misuses the goods.



At the manufacturer's discretion, the warranty may be inapplicable in case of **accidental events**, for example, electric shocks or voltage variations.

13.4 Notice to Customer



The manufacturer's warranty may be subject to laws other than Italian law.

By signing this offer, YOU declare that YOU have read and approved the manufacturer's warranty provisions on its website.

Rules for good cooperation



14. Customer's obligations



14.1 Deliver risk documentation to VEM as soon as it has accepted the offer

If required by the type of services agreed upon, YOU shall deliver to US the documents describing the specific risks to the site where the services will take place.

14.2 Provide US with all necessary assistance and cooperation for the performance of the agreement

Specifically, YOU shall:

- a.** make available to VEM all the documents, information and technical specifications required for the proper performance of the activities;
- b.** ensure that all the documents, information and technical specifications made available by VEM are true, accurate and complete;
- c.** make sure that your personnel cooperate in all the tasks they are involved in;
- d.** ensure that the required environment, facilities and conditions:
 - are highly suitable for the performance of the agreement; and
 - comply with applicable safety regulations (especially Italian Leg. [Decree 81/08](#));
- e.** guarantee free access to the premises and infrastructure where VEM will perform the services;
- f.** obtain the authorisations, licences, measures and/or permissions required by VEM to:
 - work in the above premises and facilities at the agreed times, on an ongoing basis and uninterruptedly; and
 - carry out the activities under the agreement;
- g.** ensure that its plants, systems and infrastructure are able to receive the services and supplies specified in the agreement (except where VEM takes on the task of making the plant and machinery fit for performance, if envisaged in the offer and within the agreed limits); and
- h.** ensure that YOU have already been informed of all of its obligations under all applicable regulations concerning the activities under the agreement.

14.3 Authorise VEM to carry out preliminary on-site checks and inspections, in order to make sure that all supply requirements have been met

VEM will consider whether to carry out on-site checks and inspections on a case-by-case basis, depending on the type of supply.

14.4 Remedy any breach or non-conformity reported by VEM within 20 calendar days

If YOU fail to remedy the breach or non-conformity within the agreed period of time, VEM may terminate the agreement with immediate effect, without prejudice to compensations for the damages suffered.

- 14.5 Pay VEM the prices established in the offer under the terms and conditions set out therein.
- 14.6 In the event of delays, breaches, or lack of conformity by the Customer, undertake to:
- a. **refund** VEM according to the ordinary rates and the costs and charges incurred if such delays, breaches, or lack of conformity lead to higher expenses; and
 - b. **extend** the time limits within which VEM may comply with its obligations by agreeing on new time limits together with VEM.
- 14.7 Undertake to **fully indemnify and hold VEM harmless** against any and all liability, charge, cost (including legal expenses), damage (including to VEM's image) and any request and/or claim however made, resulting or allegedly resulting from:
- a. negligent or unlawful conduct;
 - b. breaches;
 - c. omissions;
 - d. failure to comply with the agreement or the regulations applicable thereto by reason of the activities under the agreement;
- by YOU, your personnel and/or contract staff for any reason whatsoever.

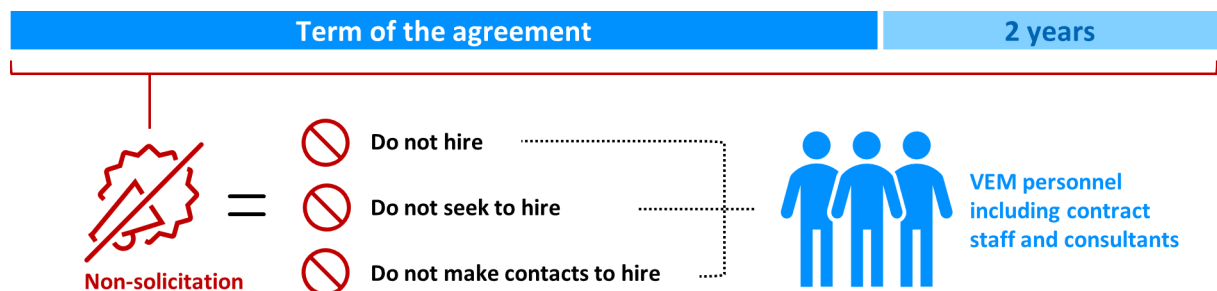
15. Sub-contracting

VEM may use sub-contractors for the total or partial performance of the services under the agreement, after checking that they are technically and professionally suitable. VEM shall be liable towards the Customer for the subcontractors' work.



This clause shall constitute, for all legal purposes, authorisation for the Customer to sub-contract the services.

16. Non-solicitation



YOU undertake not to hire, seek to hire or make contacts to hire VEM personnel:

- a. in any capacity whatsoever (including as contract staff or consultants);
- b. for the entire term of the agreement; and
- c. for **2 years** after the end of the agreement.



Should YOU breach this prohibition, VEM shall be entitled to:

- immediately terminate the Agreement (if ongoing); and
- demand the payment, by way of irreducible penalty, of a sum equal to the **yearly** cost incurred by the company for each worker that has been unduly solicited, without prejudice to compensation for greater damages and any further remedy.

Confidentiality



What does “confidential information” mean?

Confidential information is all the information that VEM discloses to the Customer in any form whatsoever (not necessarily marked with the wording “private” or “confidential”), including this agreement.

17. Confidentiality obligation

YOU undertake:

- a. to keep all confidential information secret, private and confidential and not use or disclose it to third parties, unless strictly necessary for the performance of the agreement;
- b. to take all the appropriate security, retention and control measures to protect and guarantee the confidentiality and privacy of confidential information;
- c. to limit access to confidential information only to those who need to know such information in connection with the agreement; and
- d. not to copy, duplicate or print confidential information unless strictly necessary in accordance with the preceding paragraphs.

18. Duration of confidentiality obligation



Duration of
confidentiality
obligation

=

Term of the agreement

5 years

Confidentiality obligations shall apply **for the entire term of the agreement and for a period of 5 years** after its expiry or termination.



If requested by VEM, or upon termination of the confidentiality obligations, YOU shall:

- a. immediately cease to use the confidential information; and
- b. return to VEM, destroy or permanently delete the confidential information received and any copies thereof.

YOU shall be entitled to keep a copy of confidential information only:

- a. to comply with archiving obligations required by law; and
- b. in backup systems that are not immediately recoverable using ordinary procedures.

19. Disclosure of confidential information to authorities

If required by law or regulations to disclose confidential information to the authorities, YOU shall:

- a. notify VEM in writing as soon as possible; and
- b. cooperate with VEM to minimise any damage resulting from such disclosure.

20. Breach of confidentiality obligations

If YOU breach your confidentiality obligations, YOU shall compensate VEM for any damages (which it acknowledges as being particularly significant), without prejudice to any further legal remedy available to VEM.

Industrial and intellectual property



21. Industrial and intellectual property

The Customer and VEM acknowledge the exclusive ownership of each other party's industrial and intellectual property rights.

22. Customer's and VEM's obligations

YOU and US undertake:

- a. not to breach, deposit and/or register their respective industrial and intellectual property rights;
- b. not to copy, alter, modify, implement, create derivative works, disseminate and/or disclose their respective industrial and intellectual property; and
- c. promptly notify any breach of industrial and intellectual property rights they become aware in the performance of the agreement.

Data protection



23. Personal data processing by VEM

VEM shall process your personal data in compliance with the provisions of EU Regulation 2016/679 and Italian Leg. Decree no. 196 of 30 June 2003.



The detailed privacy policy is available at <https://vem.com/wp-content/uploads/2023/02/CUSTOMER-PRIVACY-POLICY.pdf>

24. Appointment of VEM as data processor

Where VEM processes personal data on behalf of the Customer during the performance of this agreement, the Customer:

- a. shall appoint VEM as “data processor” by means of an appropriate accord, the obligations of which it undertakes to comply with; and
- b. undertakes to provide VEM with the necessary documentation to perform its activities as data processor.



When VEM processes personal data on behalf of the Customer in order to fulfil this agreement, VEM must be appointed as data processor:

- by way of acceptance of this agreement and, automatically, of the “Data Processing Agreement in accordance with art. 28 Regulation (EU) 2016/679”, available at <https://vem.com/wp-content/uploads/2023/02/CUSTOMER-DATA-PROCESSING-AGREEMENT.pdf>
or
- by specifically requesting VEM to accept a different data processing agreement in writing.



The data processing agreement (in whatever form it may be) is an integral part of the agreement.

25. Personal data processing by the Customer

The Customer guarantees that:

- a. it has checked that VEM has sufficient guarantees to ensure that its personal data are processed in accordance with the law; and

- b. has collected and processed the personal data that it shall notify to VEM in full compliance with applicable law.

Compliance



26. Organisation, Management and Control Model (Italian Leg. Decree 231/01) and Code of Ethics and Conduct

VEM has implemented

- a. an Organisation, Management and Control Model (Italian Leg. Decree 231/01) and
b. a Code of Ethics and Conduct.



Both documents are available at link:

<https://vem.com/azienda/legal-and-compliance/modello-231-e-codice-etico/>



By signing the offer, YOU declare that:

- YOU have read and accepted both documents; and
- YOU have committed to complying with the principles and provisions of the documents.

Should YOU not abide by the provisions and principles listed in both documents, VEM may terminate the agreement due to serious breach (art. 1456 of the Italian Civil Code) and claim compensation for damages.

27. Information Quality and Security Policy

VEM has developed an information quality and security management system in accordance with UNI CEI EN ISO/IEC 27001:2017 and UNI EN ISO 9001 standards, available at <https://vem.com/en/company/legal-and-compliance-eng/quality-security-policy/>



For any suggestions, reports and complaints, the Customer may contact VEM at: sistemaqualita@vem.com

Compliance with import-export and dual-use regulations



The performance of the agreement is based on goods subject to applicable national, international and intergovernmental **import/export** regulations, including regulations on re-export and on **dual-use (civil and military) goods**.

28. Compliance by VEM

VEM supplies and uses solely goods covered by certifications and markings that comply with applicable laws.

If entrusted with export operations, VEM shall in no way be held in breach and liable for any damages suffered by the Customer if:

- a. an order of the competent authority prohibits it from exporting the goods according to national, EU or international regulations; and/or
- b. delivery times are longer than those agreed upon, given that specific authorizations need to be obtained due to dual-use regulations.

29. Compliance by the Customer

The Customer assumes all obligations and liabilities relating to compliance with applicable regulations. The Customer also declares and warrants (assuming liability for the actions of third-parties) that:

- a. the goods purchased are intended solely for civil use and are in no way related to any type of military activity;
- b. where VEM is entrusted to deliver goods to countries outside the EU, the goods are intended for civil use and the Customer shall provide an original copy of any documentation and/or declaration (end user declaration/statement) required by VEM in accordance with applicable law;
- c. none of its premises are located in a place where the export or use of the goods under the agreement are prohibited;
- d. it is not prohibited from exporting, re-exporting, receiving, or purchasing the goods under the agreement;
- e. it is aware that all dual-use goods, if exported outside the EU, require a specific export licence;
- f. it is aware that, in order to export goods outside the EU, it must obtain the necessary authorisations, licences and permissions pursuant to dual-use regulations, and expressly exempts VEM from any damage, expense, cost, loss or charge caused by any breach by it; and
- g. the goods purchased are not intended for direct or indirect re-export.

Termination fo the agreement



30. Termination by the Customer

The Customer may terminate the agreement if VEM is subject to:

- a. liquidation, including voluntary liquidation;
- b. settlement with creditors (including out-of-court settlement);
- c. other insolvency proceedings.

31. Termination by VEM

31.1 Pursuant to art. 1454 of the Italian Civil Code

VEM may terminate the agreement if:

- a. the Customer breaches even only one of the contractual obligations (e.g. the obligation to pay even partially the agreed price); and
- b. such breach is not remedied **within 15 days** after receipt of VEM's notice to do so (without prejudice to the right to claim compensation for the damages suffered by VEM).

31.2 Pursuant to art. 1456 of the Italian Civil Code

In addition to the cases set out in these General Terms and Conditions, VEM may terminate the agreement by registered letter with return receipt if:

- a. the Customer breaches any of the obligations under this agreement with regard to confidentiality (articles 18-21), non-solicitation (art. 17) and compliance with import-export and dual-use regulations (articles 29-30);
- b. the Customer breaches VEM's industrial and intellectual property rights (art. 22-23);
- c. the Customer breaches one of the obligations under article 15;
- d. the Customer breaches VEM's Code of Ethics and Conduct and the provisions of its Organisation, Management and Control Model (art. 27);
- e. the Customer is subject to insolvency or liquidation proceedings or debt restructuring proceedings; and
- f. in all other cases under this agreement.

Liability



32. VEM's liability

VEM shall be liable towards the Customer for any damage caused, due to fraud or gross negligence, to the Customer by VEM and/or its staff (including sub-contractors or employees) during the performance of the agreement.

33. Limitation of VEM's liability

The sums that the Customer may claim from VEM by way of compensation, taken together may not exceed the price agreed upon for the performance of the agreement.

34. Exclusion of VEM's liability

VEM shall **not** be liable towards the Customer:

- a. in the event of slight negligence (e.g. an excusable error during a particularly complex activity, a sudden change in laws and regulations, etc.);
- b. for any indirect, consequential, immaterial damages and/or loss of profit;
- c. for errors or omissions due to the Customer's fault (e.g. when transferring data, information or technical specifications to VEM);
- d. for malfunctioning of the goods attributable to the Customer or to its systems and equipment.

Force majeure



What does "force majeure event" mean?

Any event that is beyond the reasonable control of the affected party, for example:

- postponement, suspension or cancellation measures issued by the competent authorities preventing the commencement or continuation of the agreement;
- wars or other hostilities, invasions, acts of terrorism, mobilisation, riots, unrest, civil commotion, strikes and disturbance;
- pandemics, epidemics, earthquakes and other natural calamities;
- fires, floods and landslides (when they are not attributable to negligence by the party suffering the event or the parties whose actions the party suffering the event is liable for);

- delays or events attributable to sub-contractors, distributors and manufacturers.

35. Liability during a force majeure event



Force majeure event



Time limit for notifying to other Party of the force majeure event

7 days

If a force majeure event prevents the Customer or VEM from complying with their respective obligations under the agreement, the party suffering the force majeure event:

- a. shall **not** be considered non-compliant, and
- b. shall:
 - inform the other party within **7 days**, from the day it became aware of the event; and
 - immediately provide information about the initiatives, actions or remedies it intends to take in order to limit the effects thereof.

36. Suspension of payments and force majeure

Suspension of a payment obligation - except in the cases provided for by law - may not be based on force majeure.

37. Damages suffered by VEM due to a force majeure event

The Customer undertakes to pay VEM compensation for the damages suffered due to a force majeure event:

- a. limited to the cost of the works and to refund of the supply for the necessary repair;
- b. valued according to the prices and conditions of the agreement; and
- c. if VEM, without having contributed to the damage, has informed the Customer within **5 days** of the event.

General provisions



38. Amendments to the General Terms and Conditions

Any amendment to these General Terms and Conditions shall not be valid unless made in writing and signed by the legal representative of each party.

If any one of the clauses of the agreement is declared null and void or ineffective, the remainder of the agreement shall continue to be valid and effective. VEM undertakes, together with the Customer, to replace the clause with another valid and effective clause, agreeing on its content in good faith.

39. Rights granted under this agreement

The Customer (or VEM) may at any time choose not to enforce the rights granted by one or more clauses of the agreement, but this shall:

- a. not be considered as a waiver of those rights; nor
- b. not prevent the other party from demanding strict compliance with each clause at any time thereafter.

40. Laws and regulations

The performance of the agreement and any and all resulting relations between VEM and the Customer shall be governed exclusively by **Italian laws and regulations**.

41. Jurisdiction

The Parties agree that for any dispute arising out of the performance of the agreement (including disputes concerning its validity, effectiveness, interpretation and termination):

- a. each party shall set up a mediation procedure before the Chamber of Commerce of Forlì;
- b. in the event of failure to settle the matter by mediation, the Court of Forlì shall have exclusive jurisdiction.



Should VEM have any unsatisfied credits, it may take action to receive their payment without setting up a mediation procedure.

Special Terms and Conditions



42. Special terms and conditions for use of the MYVEM platform



This Article applies only to services (where specified in the offer) requiring use of the MYVEM platform.

42.1 Keeping the MYVEM user active

If YOU do not log in to MYVEM and your services for a continuous period of more than **1 calendar year** during the term of the service, VEM may deactivate your user account. In this case, YOU shall be notified by email at least **15 days** prior to deactivation.

42.2 Reactivating the MYVEM user

YOU may reactivate the user by sending a request to backofficeservizi@vem.com within the limits and the deadlines of the services under the agreement.

43. Special terms and conditions for the calculation of service levels (Service Level Agreement or SLA)



This article applies only to services (where specified in the offer) requiring compliance with specific service levels (Service Level Agreement or SLA).

43.1 How are service levels calculated?

When calculating service levels (e.g. when calculating up-time), the following shall **not** be taken into account:

- a. the performance times of the routine and scheduled maintenance work** agreed between YOU and US outside the agreed service levels;
- b. the timeframes of the performance of extraordinary maintenance operations, which are carried out urgently** and at VEM's sole discretion, in order to avoid threats to the security, stability, confidentiality and integrity of the infrastructure, portal, data or information contained therein;
- c. factors beyond VEM's control or the scope of the services** making it impossible to perform them (e.g. factors affecting the external network infrastructure or the entities that manage it);
- d. inactivity of VEM for reasons depending on the Customer** (e.g. work on the hardware/software infrastructure not previously authorised by VEM);
- e. force majeure events** (see articles 36-38).

43.2 What happens if VEM is responsible for non-compliance with service levels?

In the event of non-compliance with service levels for reasons attributable to VEM, the Customer shall receive compensation in the form of an extension of the service expiry date. The extension of the deadline shall be **1 calendar day** for each breach of the agreed service level. This extension shall be VEM's only compensation for failure to meet the service levels.

44. Special conditions for the supply of third-party goods and services



This article applies only to the supply of third-party goods and services, if specified in the offer.

What are third-party goods and services?

They are IT goods or services resold by VEM to the Customer, but delivered directly by the manufacturer or by manufacturer-appointed parties, without the involvement of VEM.

44.1 Terms of use and warranties for the supply of third-party goods and services

Use by the Customer of third-party goods and services is governed:

- a. by the End User License Agreement (EULA); and/or
- b. by the further documentation drawn up by the respective manufacturers, which the Customer declares to have read and accepted.

When marketing such third-party goods and services, VEM is strictly prohibited from amending or derogating in any way from the terms of use and warranties laid down by the respective manufacturers in the accompanying documentation.

44.2 Exclusion of VEM's liability for third-party goods and services

VEM shall in no way be held liable for any malfunctioning, flaws, defects or non-conformities found in third-party goods and services (e.g. their interruption, suspension or definitive withdrawal from the market) and for damages arising therefrom.

44.3 Providing upgrades and new releases

VEM shall provide upgrades or new releases (if available) of third-party goods and services on the basis of the agreements specifically set out in the offer.

45. Acceptance of third-party terms and conditions



By executing this agreement, the Customer expressly accepts the terms and conditions regulating the goods and services set out below (only if included in the offer):

- AppDynamics
- Check Point Infinity Total Protection Program
- Cisco Cloud
- Citrix
- Digicert
- HP
- Milestone
- NetApp
- Nutanix
- Radware
- Red Hat
- Signify
- Trellix



Before accepting the offer, it is important that the Customer carefully reads all the documents available at the following link: https://vem.com/legal/condizioni_generali/Third-PartyTermsandConditions-Prot.pdf