

GENERAL CONDITIONS OF SERVICE

Definitions

Customer

The subject who purchases one of the products indicated in these general conditions from Foxwin.

Beneficiary

The subject allowed by the Customer to use the product purchased from Foxwin.

Active Directory (hereinafter referred to as AD for brevity)

Virtual register of users (and groups of users) useful for logging in. Each AD has a unique identification code called "Tenant Object ID" which makes the same AD unique for each individual Customer; they are divided into Azure Active Directory (hereinafter referred to as AAD) located in the Cloud or Active Directory Federation Services (hereinafter referred to as ADFS) located directly on the server owned by the Customer.

WebApp (hereinafter referred to as WA for brevity)

Service offered by Foxwin in the manner described in these general conditions.

Identity Provider (hereinafter referred to as IP for brevity)

Subject who manages the log-in to the WebApp provided by Foxwin.

1. Object

Foxwin S.r.l. (hereinafter referred to as Foxwin) undertakes to grant to the purchaser (hereinafter referred to as the **Customer**) indicated in the Service supply order form (hereinafter referred to as **Contract or Order Form**) the Services provided by Foxwin and the Software related to them (hereinafter referred to as **Services or Programs**) indicated in the Contract or ordered separately with respect to such Contract.

It should be noted that the software licensed under the User License consists of applications produced by the Supplier and is exclusively owned by the latter.

The object of the contract, specifically indicated in the Order Form, is therefore generally fulfilled through:

- determination of the purchase of the annual licence for the proposed service
- determination of the way in which the users are enlisted
- determination of the purchase price of licences
- precise indication of the additional services that the Customer intends to purchase

2. Acceptance of the terms for the service provision

By signing the Contract or sending the purchase order, the Customer fully accepts all the conditions and, as specified in the Contract itself, these "General conditions of use of the software and services".

Unless expressly indicated otherwise, the introduction of any modification to the Service that makes it usable in a different manner compared to its current form, as well as the release of new services, will be subject to and governed by the General Conditions.

The Supplier reserves the right to modify the General Conditions at any time and without notice.

The new General Conditions in force at the time of acceptance of the order and/or contract shall remain in force until they naturally expire.



The Customer may check the current text of the General Conditions at any time, as updated by Foxwin each time, directly on the website www.foxwin.eu or by sending a request to the address info@foxwin.eu. Foxwin may also offer other services that may be governed by different General Terms and Conditions.

3. Obligations relating to the activation of the service

In order to use the Services, the Customer undertakes and is obliged to:

1. Return the correctly completed documents relating to the activation of the services, within 15 working days. The documents are transmitted to the Customer upon receipt of the order for the services. If the documents necessary for activation are not received, a standard implementation of the software will be provided and the service will be considered correctly activated.
2. In case of services open to the public, written confirmation must be given, via email, or preferably via PEC (certified email), once the services are online.

The Customer assumes full responsibility for the truthfulness of the data communicated and its subsequent changes

4. Customer configuration and limitations of liability of Foxwin

The Customer undertakes at its own expense and under its own responsibility to prepare, purchase, activate and install everything necessary for the purposes of providing the electronic transmission service provided by Foxwin. By mere way of example, a suitable terminal (personal computer, smartphone), telephone lines, telephone equipment and modem and/or router equipment, Internet access programs, subscriptions, devices, etc.

It is understood and agreed between the parties that in no case Foxwin guarantees that the equipment and all the items mentioned above, prepared and used by the Customer, will be suitable for using the service offered by Foxwin and will be able to achieve its goals.

Any connections between computers and/or systems will be made in accordance with the technical modalities and requirements specified each time by Foxwin and available on www.foxwin.eu, which the Customer declares to be aware of and to accept.

Foxwin may provide all technical information useful to the provision of the services and will use its own connection standards, equipment and programs, reserving the right to make any changes to them, being in any case relieved of any burden or responsibility.

The Customer is responsible for all connection charges, upgrading if necessary its own equipment according to the parameters and standards defined by Foxwin each time

5. Modes of access to the Services - Obligations and responsibilities

The Services are intended to be provided exclusively following communication via email to the email address indicated in the Contract (Order Form). Together with the "service delivered communication", other data/documents will also be provided according to the contract.

Foxwin reserves the right to process the first purchase orders and periodic renewals, provided that there are no late payments and/or missed payments and/or disputes of any kind, **within 30 working days** from the acceptance of the Order and of those subsequent to it (Progressive Orders), or to communicate to the Customer, within the same term, any inability to perform the services requested.

Therefore, the Customer has the right to cancel an Order if Foxwin is unable to deliver the service to the Customer **30 days after the expiry** of the established delivery terms.

The Customer accesses the Service in the manner indicated by Foxwin; if applicable, by inserting the Username and Password received, at the communicated URL; from the first access, the Customer assumes



all responsibility relating to the use of the service and to the data uploaded to the archives also by users of the purchased service.

The Customer is obliged to keep passwords and usernames confidential, to not transfer them and to use them only to access the purchased services (authentication procedure).

The Customer undertakes to put in place every security measure necessary to prevent any undue access to the service by unauthorised third parties, remaining the sole and exclusive responsible party for any occurrence, theft, loss of the USERNAME and PASSWORD and consequent loss of the confidentiality of the codes themselves, indemnifying Foxwin and holding it harmless from any occurrence, including the tampering, destruction, deletion, failed recording or total and/or partial failed processing of data and/or programs, resulting from such loss occurred after the transmission of these codes to the Customer.

The Customer may authorise access to its archives and use of the application, in all or in part of the service, to its own employees, clients or third parties by enabling them as per the instructions provided (guides), assuming the direct responsibility for the access permits and the related functions. Consequently, the Customer assumes all responsibility and liability for the use of its data.

Foxwin may at any time carry out checks and controls regarding the correct use of the programs, without, however, direct access to the data files unless authorised or requested by the Customer.

However, Foxwin does not assume any responsibility for the information contained in the files and in the databases. This also applies to individual data, for which it does not assume any obligations with regard to their generation, maintenance, operation or truthfulness.

6. Use of the Services - Obligations and responsibilities

The Customer will be permitted to use the software by means of a digital connection after the authentication procedure at the web address provided by Foxwin.

Foxwin will have the right to change the methods of access and use of the service also as a consequence of any change in digital technologies as well as any change in the technical characteristics of application and basic software (operating systems and technological infrastructure).

The data contained in the archives are the exclusive property of the Customer and can be processed directly by the Customer only. The data can be entered, changed, processed, or otherwise manipulated, only and exclusively in the ways and manners provided by the software programs made available by Foxwin to the Customer or to the beneficiaries of the purchased service.

The Customer guarantees the use of the Services in accordance with the rules of law and the regulations in force; by way of example: regulations concerning labour, taxes, privacy and security. Therefore, no liability and/or exception may be raised by the Customer against Foxwin for any damages and/or events that should arise in the course of the supply of the services under this contract, deriving directly and/or indirectly, and/or in any way connected with violations and/or simple non-compliance with the contractual and legal obligations and conditions imposed on the Customer and/or, in any case, objectively not depending on Foxwin itself.

Foxwin guarantees a dedicated, separate and encrypted storage space for each Customer, as well as automatic (encrypted) backups, meaning that the data entered by the Customer and the users of the service are anonymised and cannot be read by Foxwin in uncoded form unless expressly requested by the Customer (and only for protection of the Customer at judicial level).

Encrypted backups will be carried out at regular intervals (to be agreed with the Customer through the specifications of the order form).

The Customer and Foxwin mutually undertake to respect the confidentiality of what is covered by the order form, including this contract, equipment, premises and so on, extending this obligation also to any third parties and their own staff.



7. Modes of delivery and availability of the Services

The purchased services will be available every day of the week around the clock, except for the moments in which technical operations must be carried out on the programs or data, such as maintenance, update or saving procedures; Foxwin will, therefore, keep the link with the Customer active also beyond normal working hours and on public holidays. However, any malfunction or inability to access the system for any reason or cause can never be considered a disservice of Foxwin.

The services requiring the intervention of personnel (e.g. Help Desk, Assistance, Remote training, etc.) will be supplied in the manner indicated in the following paragraph.

Foxwin reserves the right to suspend the service for maintenance purposes, undertaking to restore the Service within the following 48 working hours, except in cases of force majeure or other causes outside its control.

Foxwin may interrupt the connection in the event of proven safety and/or confidentiality problems beyond the 48-hour limit.

Foxwin cannot in any case be held responsible for service interruptions outside its control, such as, but not limited to, malfunctions of telephone networks, electricity companies, providers, Internet network operators and international APP store operators.

In no case will Foxwin be held responsible for delays and/or violations due to causes outside its own control and/or arising from obligations deriving from laws, regulations, orders, administrative provisions issued by any civil and/or military authority, state and/or local authority, act or omission of the other Party (by way of example but not limited to: fires, floods, earthquakes, strikes, embargoes, wars and sabotage).

If for any reason or cause, the data stored on the servers are destroyed, Foxwin will restore it from the first useful backup without the Customer being able to demand any compensation for damages.

The backups will be kept following a procedure of anonymisation and encryption of the data contained therein in order to ensure data protection even in the event of a data breach in the servers.

8. Assistance services

Foxwin undertakes to provide the Customer with the relevant assistance services (hereinafter also referred to as "SdA") for the fees indicated in the order form, under the conditions listed below:

The assistance services relate to the services/products mentioned in the Contract, excluding assistance related to other software installed on the Customer's computer or to hardware problems.

A basic Help Desk service is available to the Customer via email, for all services provided.

The telephone and priority Help Desk is not included in the basic Help Desk service.

The Help Desk service, for example, consists in providing the Customer with support (via email, telephone or other means, according to the different contractual levels) in the event of errors or malfunctions of the software program provided by Foxwin.

The service, therefore, relates only to the software or services covered by the Contract and used via the web.

The services, therefore, concern exclusively requests related to the possibilities offered by the software program or related services and, in the event of verification requirements, the Customer will be contacted, where possible, **within 2 working days** following the request, except in urgent cases.

Foxwin does not assume any responsibility for the time necessary to identify and provide the Customer with a solution, nor is it obliged to carry out modifications or implementations, unless they are deemed to be necessary by Foxwin.

All SdA are provided by personnel appointed by Foxwin during the following times: **9.00 am-05.00 pm on working days** and in any case according to the procedures specifically indicated on the site www.foxwin.eu and in the order form, unless otherwise agreed in the contract or in the specifications.

The services, in their various forms and levels, will be provided only to customers who are regularly registered with the Software assistance service according to the instructions provided by Foxwin, only if the user licence is valid, the agreed payments are made regularly and exclusively to the holder of the licence or to persons authorised by the same.

Foxwin, therefore, reserves the right to verify that the request for assistance comes from the telephone



numbers indicated by the Customer at the time of signing the contract or from those subsequently indicated and can interrupt the service if that is not the case.

Should Foxwin intervene on the Customer's equipment also through remote assistance, i.e. by remotely accessing to the Customer's computer infrastructure and the related storage media and data contained therein, Foxwin cannot be held responsible for loss or damage to data (personal and otherwise) contained in the media subject to the intervention.

In any case, any access for remote assistance must be authorised by the Customer with an express written request (via email).

Whenever the provision of services requires the use of passwords, Foxwin must be notified in advance.

At the end of the intervention, Foxwin will give appropriate notice of the resolution of the problem reported, returning the communicated passwords; it will be the Customer's responsibility to modify the passwords, exempting Foxwin from any responsibility regarding the loss, destruction or misuse thereof.

9. Guarantees and responsibility for the suitability of the Services

The Customer declares to have reviewed and understood the Services and the conditions of the contract, and to be fully responsible for verifying the adequacy and suitability of the services provided by Foxwin with respect to the Customer's specific needs and the use it intends to make of them.

The use of the Services, and in particular of the Software, through the web is permitted "as is", without any guarantee that the functions contained and described in the specifications will meet all legal requirements or the Customer's needs, or will work in every combination of hardware, software and management programs chosen by the Customer, who, before the conclusion of the contract, will need to thoroughly check and evaluate, under its personal responsibility, that what is provided meets its needs.

In this regard, Foxwin provides the Customer with the Assistance service (Help Desk) to be able to verify in the best possible way that the Services are suitable to its needs.

The Customer has the responsibility of constantly monitoring the software, verifying the related processing operations, and takes full responsibility for its use.

Foxwin assumes no obligation and makes no guarantees other than those expressly provided herein.

Foxwin's liability is expressly excluded regarding direct and indirect damages of any nature that the Customer or any third parties may suffer in consequence of the present contract, including those arising from the use or non-use of the procedures or from errors in the procedures or, without limitation, loss of earnings, business interruption, economic loss or loss of income or information, as well as malfunctions or defects related to or caused by computer environments or the Operating Systems on which the Services run.

10. Software updates and maintenance services

Foxwin reserves the right to make any changes to the Software, whether functional, technical or technological, it considers, necessary at its own discretion, and does not guarantee that the new versions will have identical functions of previous versions; these can be removed, improved or modified as required by current legislation.

These changes can be introduced at any time because it is customary for Foxwin to update the Software continuously, according to a predefined plan of evolution and development, also on the basis of any new technical and functional specifications that over time, in its sole discretion, it judged useful or necessary, or simply on the basis of the need for maintenance or correction of any malfunctions or anomalies that have been reported to it or otherwise detected in the use of the programs.

For each primary release made on the Software, Foxwin will send a communication through the software platforms, indicating the description of the main functional innovations and an approximate date of updating.

The customer must therefore scrupulously verify, at their own exclusive expense, the field of applicability of the new updates, and therefore by way of example, but not limited to, the Customer assumes the



responsibility from now on to verify the new functionalities and whether they are suitable for the purposes required without any possible inaccuracies, failures and/or defects in this respect relieving Foxwin from any liability even in the case of slight negligence.

The customer hereby releases and indemnifies Foxwin from all liability for damages of any kind, deriving to /or from the customer and/or third parties.

Foxwin also reserves the unquestionable right to modify, replace, eliminate and discontinue the distribution of one or more Programs and/or to cease Updates.

The Parties agree that if Foxwin intends to delete and/or discontinue the distribution of one or more Programs, it will not be possible for Foxwin to distribute them.

The Customer will have the right to withdraw from the services without payment of any deposit by written notice to be sent to Foxwin by PEC **within 30 days** of the date of the receipt of the communication; the withdrawal will take effect **30 days** after receipt of the PEC.

It is agreed that in case the Customer exercises the right of withdrawal, they will still be entitled to receive from Foxwin Updates until the expiry of the services.

It is understood that the modification and/or replacement of one or more of the following does not constitute a just cause for the withdrawal of the programs, likewise the modification, replacement, deletion and the interruption of the distribution of one or more updates do not constitute just cause for withdrawal. The customer is entitled to the software version in stable release at the time of purchase.

The customer has the right to use the development or maintenance updates within the same version of the software in use.

The customer is entitled to take advantage of regulatory updates when they are included in the minor variations or changes of the same rule.

The customer is not entitled to use the higher software versions, or updates for free (new laws or major revisions to the regulatory framework). In the event of revisions regulatory framework or the release of new rules, a new policy will be scheduled to be released.

The customer may, subject to acceptance of a new offer and signing of a new contract, take advantage of the new versions of the software.

The customer may vary the version of the software in use during the contractual term or renewal, after acceptance of the new economic conditions and conditions of use.

11. Property rights (intellectual property)

The Customers undertakes to keep the content of the Programs confidential also from its directors, partners, collaborators, professionals, technicians and employees; in particular, the Customer undertakes not to transfer, lend, exhibit or describe to third parties the technical and functional characteristics of the programs and any material, support or information related to them.

For the sole purpose of using the Service, Foxwin therefore grants to the Customer a temporary license, which is not transferable and non-exclusive for the use of the Software, it being understood in any case that the Customer may not (or allow third parties to) copy, modify, create software derived from or in any way attempt to discover any source code, sell, sub-license, confer or transfer to third parties any right to the Software unless expressly authorised.

The Customer further agrees not to access the Service through an interface other than the one provided by the Service supplied or authorized by Foxwin.

12. Fees

The fees for each type of service regulated by these contractual conditions are indicated on the offer and/or order form. In particular, the Services are rendered by Foxwin for consideration against payment of a periodic fixed amount (e.g. annual fee) to be paid in general in one annual instalment and/or, where indicated, in a fixed 'one-off' amount.

The periodic fee shall start from the Date of Activation of the service. The fees may be updated based on



the change in the ISTAT index of the previous year.

Payments by the Customer must be made by bank transfer 30 (thirty) days from the invoice date.

In the event of late or non-payment of the fee, Foxwin will have the right to suspend the Customer's access to the service and/or to terminate the contract.

13. Duration and termination

The Contract will have the duration established at the time of acceptance on the order form (one, two or three years), and will be tacitly renewed, with the exception of Public Administrations and assimilated entities.

The contract may be terminated by either party by sending a PEC (certified email) at least **30 calendar days** before the expiry date of the following fee.

Within **30 calendar days** from the expiration date of the service, Foxwin sends, to the email address of the service holder, repeated notices of expiry and/or a renewal offer, indicating the approaching expiry of the service and the related renewal instructions.

On the expiration date, the software enters a 30-day grace period. During this period, the main functionalities are deactivated; the functionality for the extraction of all the Customer's data remains active (autonomous backup).

The data in the database will be delivered in a standard format recognized at the international level and will be freely modifiable.

At the end of the grace period, access to the software will be completely denied. After the deactivation of the software, the delivery to the Customer of the stored data can be made upon request and for consideration. For a flat rate of € 500, the Customer may request a copy of the archived data.

After the delivery of the data or after 6 months from the termination of the Contract, Foxwin is authorised to destroy from its devices all archives, databases and any other information regarding the Customer without notice to the Customer.

14. Description of the services offered

Foxwin has identified two ways to activate its WebApp service, as specified below:

1) AD provided by Foxwin

If the Customer does not have its own AD (neither AAD nor ADFS) or prefers not to use its own AD, Foxwin will provide an individual AAD located in the Microsoft's Cloud with access limited to the purchasing Customer. Foxwin undertakes to make all the necessary configurations to create a dedicated environment for the Customer and to provide a technical guide for the management and configuration of the software (both in relation to the AAD and to the WA) and provides the Customer with a user name admin_aad@domain_name.onmicrosoft.com with which the same Customer can independently manage the created AAD.

At the end of this operation, the WA is considered activated.

2) AD owned by the Customer

If the Customer has its own AD (AAD or ADFS) and wishes to allow Foxwin to use it, Foxwin provides the technical guide for the management and configuration of the software (both of the Customer's AD and the WA). The Customer's task is to perform the necessary operations to configure the Software following the guide provided. Foxwin cannot be held responsible for any failures of the Customer in carrying out the configuration.

Upon delivery of the technical guide, the WA is considered to be activated.

Foxwin has identified other services that, if specifically requested in the order form, are configured as follows:



Users Upload

Foxwin undertakes to upload the users, provided by the Customer, into the AAD provided by Foxwin and provide the access credentials to the Customer or to the individual end users (as per the specifications included in the Order Confirmation Form). The passwords submitted are only valid for first-time access; Microsoft's identification system will ask the user to change the password after the first access.

Foxwin undertakes to upload all users sent by the Customer no later than 30 days from receipt of the list of users to be activated, which must be sent to Foxwin by electronic means with sending and receiving confirmation.

In the absence of this list, Foxwin cannot be held responsible for any damage or contractual responsibility deriving from the aforesaid failure on the part of the Customer to send the list, since this operation is part of the Customer's obligations towards Foxwin

Partnership services

Foxwin, in order to provide the best possible service to its customers, offers them the opportunity to use services related to their webapp, such as, for example, training courses, additional services for the management of the webapp, etc. that can be provided directly by Foxwin, or by its business partners, at the customer's premises or at the place that the customer will consider more suitable or, lastly, if the service concerns the training of staff, at the location of the structure that will provide the relevant training course. Foxwin may also promote to its end customers any of its business partners that provide additional services necessary for the improvement of its webapp, or services that allow a better experience of the app for the Customer; this service will not result in additional charges for the Customer since they will be regulated between Foxwin and its business partners.

15. Disclosure pursuant to the GDPR 2016/679

Please note that Foxwin processes customer data in accordance with the terms of its privacy policy.

By accepting these general conditions, the privacy conditions available at <https://www.foxwin.eu/privacy-policy-eng.html> and indicated in the attached file are also deemed to have been accepted.

We invite our customers to regularly read our privacy policy for the latest information on our methods of collecting, storing and using data.

16. Communications

Any communication between the parties must be in writing or by certified electronic mail and, where explicitly provided for in the **General Conditions**, may be made either by certified mail or ordinary mail.

Foxwin may transmit communications regarding changes to these General Conditions or other issues as part of the Service that provides general notices to users or through links to such notices.

17. Applicable Law and Jurisdiction

These General Conditions and the relationship between Foxwin and the Customer are governed by the law of the Italian Republic. For any dispute concerning, deriving from or in any way connected with these Conditions the competent court will be that of Udine.

18. Miscellaneous

19. Final provisions

For anything not expressly provided for in this contract, the relevant regulations in force shall apply.

