

Master Subscription Agreement (MSA)

By accepting this agreement, you agree to the terms set forth in this Master Subscription Agreement (MSA). If you are accepting this agreement on behalf of a company, you confirm that you have the authority to do so. SIC S.r.l. provides access to the Service and ensures its maintenance and support ("Services"). The subscription to the Service is made through the subscription of a specific Order Form. The Service is hosted on the salesforce.com solution, SIC S.r.l. does not provide any guarantee on the hosting capabilities of Salesforce and is in no way responsible for any problems or malfunctions related to the hosting of the services provided by Salesforce.

1. SERVICES

1.1 Users

For the Services offered on a "user/month" basis, you may use the Services up to the maximum number of Users specified in the Order Form. For services offered on a subscription basis per "organization/month", it is possible to use the Services up to the maximum number of active salesforce.com Users for the specific organization salesforce.com. The prerequisite for enabling users to the Services offered is that each User has an active salesforce.com license compatible with our Service. Not all types of licenses are salesforce.com compatible with our Service. It is your responsibility to ensure that the type of license used by users in your salesforce.com organization is compatible with our Service and that this account is not shared among multiple different users within the same organization. During the subscription period, users using our Services may be:

- reassigned from one user to another (at no additional cost)
- suspended (there is no refund for the period remaining at the end of the contract)
- selected in advance for a suspension of renewal at the end of the contract

During the subscription period you can:

- add other users (at the economic conditions in force on the date of activation of the new users)

1.2 User Access

The Services offered by SIC S.r.l. are granted exclusively by subscription for their exclusive use for the duration provided for in the Order Form and are not sold. No sale of the Service is contemplated and a subscription to the Service does not transfer any ownership rights and should not be confused as a sale of software. SIC S.r.l. grants both for the trial period and for the subsequent subscription period an exclusive right to access and use the Services in the manner indicated in the Order Form and in the conditions provided for in this MSA Responsibilities and expenses relating to :

- purchase, installation and maintenance of hardware, software and telecommunications
- equipment various equipment or services for connection
- Network access
- salesforce.com licenses of any kind

If, during the duration of the subscription, SIC S.r.l. should interrupt its activity, the Service will continue to be provided until the end of the subscription.

1.3 Responsibility Use

Liability in the use of the Services means:

- make the Service available to users with an active salesforce.com software license
- use the Services to store or transmit lawful material
- use the Services to store or transmit material in accordance with privacy rights
- guarantee the quality and legality of the data entered and also of the methods and means by which they were acquired
- require users of the Service to comply with this agreement

1.4 Personal Data Processing

Since the Services operate entirely within the Salesforce Org, SIC S.r.l. does not directly manage the data regarding the insertion, modification, cancellation, archiving, transfer, blocking, and related rules of visibility of data to salesforce.com users and their relative use. While your data is used in connection with the use of the Service, all of your data remains within the existing Salesforce data servers, without direct access or intermediation by SIC S.r.l. For the purposes of the EU Data Protection Directive and this Agreement, SIC S.r.l. does not consider itself either a "Data Processor" or a "Data Controller". As a result, SIC S.r.l. has no documentation on the security measures that protect your data, as these are only obtainable from Salesforce. This does not mean that these security measures are not present, but rather that SIC S.r.l. has no involvement or influence on specific measures taken to protect your data or on direct control of how data is processed by users

1.5 Limitations of Use

The Services offered on a subscription basis may be subject to the following limitations:

- Limitations of SIC S.r.l. that are possibly specified in the Order Form or that are managed directly in the processes and functionality of use of the Service Salesforce Limitations, which are the specific
- limitations salesforce.com listed at the following address: https://developer.salesforce.com/docs/atlas.en-us.apexcode.meta/apexcode/apex_gov_limits.htm.

Both limitations may be subject to change without notice that may adversely affect the Subscription Services.

1.6 Editions and Release Updates

All users in the same Salesforce organization will use the same Subscription Edition of the Service. Updates to the Services and corrections of any malfunctions provided by SIC S.r.l. are to be considered an integral part of the Services offered on a subscription basis and subject to the same terms and conditions of this Agreement. SIC S.r.l. may update the Service to the latest version available to resolve any problems. SIC S.r.l. does not guarantee the future availability of updates. There is no downgrade of Edition under any circumstances.

1.7 Processes and Functionality

The Subscription Services refer only to the current processes and functionalities present in the latest available release. SIC S.r.l. does not assume any commitment related to the introduction of future features, even if statements have been made about potential future releases.

1.8 Guarantee

The installation of the Test Product allows you to test the functionality of the Service offered on a subscription basis in order to verify the satisfaction of the "As Is" Service. SIC S.r.l. has not made any promise nor is there any expectation that the Service offered will be able or will be able to perform any function beyond those provided in the Service purchased. SIC S.r.l. assumes no risk with respect to interruptions or incompatibilities that may arise between the Service offered and any platform, application or software that could render the Service unusable. Technologies offered by vendors such as Salesforce, Microsoft, Google, Adobe, Amazon may in fact introduce changes with unintended consequences on the use of the subscription Service. SIC S.r.l. does not guarantee that the Services offered will be provided without errors, interruptions or completely secure.

1.9 Configuration Support and Usage Assistance

Support Configuration

It is an additional support service dedicated to the configuration of the product and designed to ensure that each customer can make the best use of the features offered, adapting them to their operational needs. In fact, the correct initial configuration is essential to obtain the maximum performance of the Product and ensure its efficient and trouble-free use. Our support team has as its main objective to:

- explain all the features of the Product.
- Properly configure the initial settings to suit your specific operational needs.
- Troubleshoot any issues that may arise during the setup process.
- optimize the use of the Product to ensure optimal efficiency and performance of the Services.

This additional support service is a key element of our commitment to ensuring maximum satisfaction, ensuring that the Product is properly configured and used to the best of its ability.

Support Assistance Usage (3 months)

It is an additional assistance service, designed for the first three months of use, it aims to accompany the Customer in the daily use of the solution, making sure that all the features are understood and that any difficulties are dealt with quickly. During this time, our panel of experts will be on hand to ensure an optimal and seamless user experience. Our support service aims to:

- Assist you in using the core features of the Product.
- Offer quick solutions to any problems or concerns that may arise during normal use.
- Provide suggestions and best practices to maximize the performance of the product in the customer's specific operating context.
- Actively monitor customer feedback for any future enhancements or customizations.

Both Support Services are optional in the Order Form, only for the first year of subscription.

2. RATES AND PAYMENTS

2.1 Rates

The rates indicated in the Order Form may refer to an amount:

- €/user/month
- €/organization/month
- €/Support Configuration
- €/Support Assistance Use

The rates indicated in the Order Form:

- will be invoiced in advance on an annual basis
- can be paid
 - by credit card when subscribing
 - by bank transfer 30 days after receipt of the invoice (Special Orders)

The rates indicated:

- refers to subscription services and not to their actual use
- are non-refundable

It is not possible to decrease the number of users during the subscription period indicated in the Order Form

2.2 Taxes

Our fees do not include taxes, duties, duties, or other governmental charges, including, but not limited to, value-added, sales, use, or withholding taxes, applicable in any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Licensee is required to pay all taxes related to its purchases under this agreement. If we are legally obliged to pay or collect taxes for which the Licensee is responsible, the corresponding amount will be charged to you and payable by the Licensee. For clarity:

We are only responsible for taxes applicable to our income, assets, and employees.

2.3 Invoicing and Payment

As regards the issuance of the invoice, it is necessary to provide SIC S.r.l.:

- all complete, accurate and up-to-date company information to allow the correct issuance of the invoice.
- all information relating to the company contact for the administrative management of the subscription

As regards payments by Credit Card, it is necessary to provide SIC S.r.l.:

- all credit card information, in which case you authorize us to charge for all services purchased for the subscription and for any subsequent renewals

With regard to payments by bank transfer, it is necessary to provide SIC S.r.l.:

- Copy of the Signed Order Form

Billing will be made in advance, on an annual basis or in accordance with any other billing frequency set out in the Order Form. In the case of Payment by Bank Transfer, the invoiced amounts are due within 30 days from the date of issue of the invoice or in accordance with the provisions of the Order Form.

2.4 Overdue Charges

If you do not pay your invoice by the due date, we will, at our discretion:

- We reserve the right to apply interest on arrears as provided for by Legislative Decree no. 231/2002
- We may condition future subscription renewals and Order Forms on shorter payment terms than those specified in Section 2.3 (Billing and Payment).

Reimbursement is provided for all expenses incurred by SIC S.r.l. for the collection of any amount not paid on due date (including lawyers' fees)

2.5 Suspension of the Service

. In case of non-payment, SIC S.r.l. may suspend the Services, subject to 10 days' notice, until the amounts due have been paid in full.

2.6 Payment Disputes

The foregoing in sections 2.3 (Overdue Charges) and 2.4 (Suspension of Service) will not apply if:

- the dispute of the charges is based on actual malfunctioning of the Service
- the cause of the aforementioned malfunctions is exclusively the responsibility of SIC S.r.l.
- the objection to the charges is made in good faith
- Collaboration for the resolution of the dispute is managed proactively

3. SUBSCRIPTION DURATION AND AGREEMENT

3.1 Subscription Duration

Your subscription will begin on the date specified in the Order Form or when you install the Service in your Salesforce organization and will continue throughout the specified period (12 months). All subscriptions will automatically renew upon expiration for a subsequent period equal to the duration of the subscription (12 months), unless either party notifies the other of its intention not to renew directly from the service by indicating the users that it does not intend to renew or declining the global renewal of the service in use.

3.2 Duration of the agreement

With respect to services used during the Trial Period, this agreement will commence from the date of installation of the service until the end of the Trial Period. The trial period can refer to a time duration or to a limit of use of the features. SIC S.r.l. reserves the right to terminate the Trial Period at any time, without the need for your consent or notice. With respect to services used on a subscription basis, this agreement will commence on the date of signing the Order Form and will remain in effect until the expiry or termination of all subscriptions (including subsequent automatic renewals)

3.3 Early Termination

An early termination for just cause is provided for both parties:

- by 30 days' written notice to the other party in the event of a material breach (if such violation is not remedied by the end of this period)
- if one of the parties is subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment in favour of creditors.

4. OTHER SUPPLIERS DO NOT SIC S.r.l.

4.1 Interoperation with Services Provided by Other Providers

The Services provided by SIC S.r.l. subscription may contain features designed to interoperate with Applications and Services provided by other vendors (e.g., Salesforce applications, Google applications, AI applications, OCR applications). If the provider of one of these Applications and services ceases to make the Application or service available for interoperation with the functionalities of the SIC S.r.l. correspondent, we may interrupt the provision of functionalities of the SIC S.r.l. Service. without you being entitled to refunds, credits, or other compensation.

4.2 Non-SIC S.r.l. applications and data visibility

In the case of installation or use of other non-SIC S.r.l. for use with our Services, you acknowledge the possibility that we may allow the providers of such Applications and services to access your data as required for interoperation with such Applications and Services. In such a case we will not be liable for any disclosure, modification or deletion of your Data resulting from such access by the providers of Applications and Services not SIC S.r.l. .

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights to Services

Except for the limited rights expressly granted hereunder, we reserve all right, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted under this Agreement other than those expressly set forth herein.

5.2 Restrictions

The restrictions provided refer to the following limitations, constraints and conditions:

- allow third parties to access the Services
(except as permitted by this or an Order Form)
- create derivative works based on the Services
(except as permitted by this or an Order Form)
- copy or duplicate any part or content of the Services
- reverse engineer the Services
- access the Services in order to:
 - build a similar competing product or service
 - copy any features, functions, or graphics of the Services

6. LIMITS OF LIABILITY

The fee charged by SIC S.r.l. does not provide for any type of assumption of risk of damages of any kind that may arise in relation to the use of the Services. SIC S.r.l. shall not be liable in any way for any loss of profit, direct or indirect damages, foreseeable or unforeseeable damages, loss of data, or business interruption resulting from the use of the Services.

7. JURISDICTION

You are entering into a contract with SIC S.r.l., an Italian company.

Notifications should be addressed to:

SIC S.r.l.
Bastioni di Porta Nuova, 21
20121 MILANO
info@salesforceitaliaconsulting.it

The contractual relationship is always subject to Italian law and must be interpreted in accordance with the principles of that law.

Any dispute arising from the relationship that may arise with reference to its stipulation, interpretation, execution and termination shall be subject to the exclusive jurisdiction of the Court of Milan, in express derogation from the alternative jurisdictions provided for by Articles 18 et seq. of the Code of Civil Procedure.

8. CONFIDENTIALITY

8.1 Obligation of Confidentiality

The parties agree that all confidential information, including but not limited to, the software, technical documentation, source codes, object codes, login credentials, business data, trade secrets, and any other information identified as confidential, exchanged while using or accessing the software service (hereinafter, "Confidential Information"), shall be kept strictly confidential.

8.2 Limitations of Use

Confidential Information may not be used for any purpose other than to enforce this agreement, including use to develop competing software or to gain indirect economic advantage from it.

8.3 Disclosure to Third Parties

Neither party may disclose the Confidential Information to any third party without the written consent of the other party, except to its employees, consultants or contractors who require such information for the performance of the agreement and who are subject to equivalent confidentiality obligations.

8.4 Exclusions

Confidential Information does not include information that:

- They were publicly available prior to disclosure
- Have been developed independently without using the other party's Confidential Information
- It has been legitimately obtained from a third party without a duty of confidentiality
- They are required by laws, regulations, or governmental orders, upon written notice to the other party, where possible.

8.5 Duration of Confidentiality

The confidentiality obligations will remain in force for the duration of the contract and for a period of 3 years following its termination or termination, unless otherwise provided for by law.

8.6 Security Measures

The parties undertake to implement appropriate technical and organizational measures to protect Confidential Information from unauthorized access, loss, alteration or disclosure.

9. MUTUAL COMPENSATION

9.1 Indemnification Obligation

Indemnification by the Supplier

The Supplier agrees to indemnify, defend and hold the Customer harmless from any and all claims, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising from:

- The actual or alleged infringement of any third party's intellectual property rights relating to the software or service provided
- Damage caused by gross negligence or wilful misconduct of the Supplier or its employees in the context of the performance of the agreement

Indemnification by the Customer:

Customer agrees to indemnify, defend and hold Supplier harmless from any and all claims, damages, costs, expenses or liabilities (including reasonable attorneys' fees) arising out of :

- Misuse of the software or service by Customer or its employees
- The violation of any law, regulation or third party rights by the Customer while using the software or service

9.2 Conditions for Indemnification

The party seeking compensation must:

- Promptly notify the other party in writing of any claim or legal proceeding that is the subject of indemnification.
- Provide reasonable cooperation to the indemnifying party to defend itself or settle the claim.
- Allow the indemnifying party sole control of the defense and eventual settlement of the claim, provided that any agreement or resolution imposing additional obligations or costs on the indemnified party is previously approved in writing.

9.3 Limitations Exclusivity of Remedy

The indemnification obligation set forth in this clause is the only legal remedy available to the indemnified party with respect to claims covered by the clause.

10. SEVERABILITY AND WAIVER

10.1 Severability

In the event that any provision of this Agreement is found by a court of competent jurisdiction or legal authority to be invalid, illegal, or unenforceable, such provision shall be deemed severable from the remainder of the Agreement. The remaining provisions will continue to be valid, legal and enforceable to the fullest extent permitted by law. The parties agree to negotiate in good faith a replacement provision that is as close as possible to the original intent of the invalid or unenforceable provision.

10.2 Renunciation

Failure to enforce any provision of this Agreement or forgive of a breach by either party shall not be deemed a waiver of the right to enforce such provision in the future or to act with respect to subsequent breaches. Any waiver of a right or provision shall be effective only if it is made in writing and signed by the waiving party.

10.3 Effects of the Waiver

A waiver granted for a specific breach shall not be deemed an implied waiver of any other breach or provision, nor shall it affect your right to subsequently enforce such provisions.

11. GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement, including all attachments, order forms, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter of the contract. It supersedes all prior agreements, understandings or communications, whether written or oral, relating to this subject matter. Any changes or amendments will only be valid if made in writing and signed by both parties.

11.2 Relationship between the Parties

The parties are and will remain independent entities. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency or dependency relationship between the parties. Neither party shall have authority to bind the other in any way without prior written consent

11.3 Assignment of the Contract

Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other party, except in the event of a merger, acquisition, or transfer of all or substantially all of the company's assets. Any assignment made in violation of this clause will be considered null and void

11.4 Force majeure

Neither party shall be liable for delays or defaults resulting from causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, war, network outages, or other acts of God. The affected party shall promptly notify the other party and make reasonable efforts to resume the performance of its obligations.

11.5 Survival of Clauses

Provisions which, by their nature, shall survive the termination or expiration of this Agreement, including but not limited to confidentiality, indemnification, and payment obligations, shall survive termination.

11.6 Notifications

All notices required or permitted under this Agreement must be given in writing and sent by registered mail, courier or email with acknowledgement of receipt to the addresses set out in the order form or in the details of the parties.

11.7 Execution

Each party agrees that signatures transmitted by fax or email (PDF) have full legal validity, and each party's signatory represents that it has the necessary authority to legally bind its organization to the terms of this Agreement. By submitting the Order Form or purchasing the Product, you confirm that you have validly read and agree to this Agreement and that you have the legal authority to do so. In addition, you agree that your Personal Data will be stored and processed by SIC S.r.l. as indicated in our Privacy Policy.