

TARGET INFORMATICA S.R.L.

GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES

1 – OBJECT OF THE SUPPLY

This contract governs the non-exclusive supply of Services and/or Software and Hardware products indicated or described in the attachments or in items “Description of the supply” and “Supply conditions” of the supply document, expression of the commercial agreements between the Client/User and Target Informatica S.r.l.

The attachment and/or supply document described above are an essential part of this contract and the conditions therein are a partial integration or modification of these General Supply Conditions.

2 - START AND DURATION OF THE CONTRACT

For every product or service subject of the supply, this contract shall start on the date on which it is signed for acceptance by the Client/User and the Target Informatica S.r.l. personnel.

Relating to the services and software products, the contract shall be of indefinite duration, automatically renewed from solar year to solar year unless one party shall inform the other, by registered letter with receipt, of their desire to terminate, at least three months before the original terminating date or the successive date arising from the automatic renewal.

The Client/User can terminate the contract from the year following that in which the contract started.

Target Informatica S.r.l. shall have the right to suspend or stop its services in case of:

- delayed or non-payment of the amount due from the Client/User;
- failure to observe the condition envisaged here;
- improper use of the Software and/or Hardware products supplied

Target Informatica S.r.l. shall have the right to suspend the supply of one or more of the services as a result of modifications to national or international regulations, technical evolutions of the hardware/software components which could make them obsolete or too inconvenient.

Following the termination by one of the parties Target Informatica S.r.l. shall remain depositary of data, software products or information of the Client/User, without prejudice to the expressed will of the Client/User to have said data, software products or information returned.

3 - NORMS RELATING TO THE SOFTWARE PRODUCTS

3.1 Supply mode

The supply of the Software products is intended as a non-exclusive use license which is not transferrable.

Target Informatica S.r.l. has the right to modify the contents of the Software products supplied, in response to technological evolutions, national or international regulation changes that might occur.

The Client/User will be provided with any updates to The Software products, as soon as is possible at the conditions reserved by Target Informatica S.r.l. for the Client/User.

3.2 Warranty

Target Informatica S.r.l. guarantees that its magnetic products on which the product software is recorded are free of material or processing defects and can be used under normal operating conditions.

Should the product software not satisfy the warranty in any part and is returned during the warranty period, the entire product shall be replaced.

Target Informatica S.r.l. assumes no obligation and offers no warrant in addition to that already foreseen.

Said warranties are valid for 12 (twelve) months from the date of delivery

3.3 Installation

The Software products, subject of this contract, can be installed by the Client/User only with explicit authorisation from Target Informatica S.r.l.

3.4 Conditions of use

The Software products contain material subject to exclusive rights of Target Informatica S.r.l. and/or assignors.

In any case the following conditions must be observed:

Target Informatica S.r.l.

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05100 Terni - Italy

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- The use of the Software products is only allowed on machines owned by the Client/User who signed the sales or purchase contract or document to which these supply conditions refer;

- The Software can only be copied in order to make a security copy.

Target Informatica S.r.l. shall have the right to activate devices aimed at limiting or preventing the copying or unauthorised use.

The integration by Target Informatica S.r.l. of third party Software products into its own Software products supplied to the Client/User means that the conditions of use valid for the third party Software products are implicitly applied.

4 - NORMS RELATING TO SERVICES

4.1 Maintenance and assistance

The assistance interventions, when foreseen, shall be carried out exclusively by, and under the responsibility of Target Informatica S.r.l. by personnel authorised by Target Informatica S.r.l..

Target Informatica S.r.l. guarantees the assistance interventions within 16 (sixteen) working hours following the intervention request transmitted by the Client/User via fax or electronic post to the address communicated by Target Informatica S.r.l. to the Client/User, that is, in the terms agreed with the Client/User for each service.

Target Informatica S.r.l. while ensuring maximum diligence in the use of labour and supply of spare parts and other necessary materials, but does not assume an obligation or responsibility concerning the time needed to restore working efficiency of the installations.

The Client/User shall grant Target Informatica S.r.l. free access to the location of the installation and shall provide them with materials of consumption and any data requested, free of charge for all the time necessary to complete the intervention.

The interventions can also be undertaken at Target Informatica S.r.l. office

The operations of deactivation, removal, transport, reinstallation and reactivation of the installations, performed by the Client/User in order to obtain a maintenance service from Target Informatica S.r.l., just like the charges, costs and relative risks are exclusive responsibility of the Client/User.

For every intervention Target Informatica S.r.l. will prepare a summary report indicating the reason for the call and the details of the intervention.

These reports shall be undersigned by the Client/User and by the personnel responsible for the intervention in order to establish the effectiveness and duration of the intervention.

4.2 Managing the information of the Client/User

In order to perform and maintain the service Target Informatica S.r.l. can use, copy, see, save and distribute data, software products or information of the Client/User.

Target Informatica S.r.l. shall not assemble or compile data, software products or information of the Client/User that the Client/User explicitly defines as “reserved” without the specific authorisation of the Client/User.

4.3 Availability periods

The service is provided by Target Informatica S.r.l. in the time limits agreed with the Client/User for each service and, if not specified, on working weekdays from 9.00 to 13.00 (9.00 a.m. to 01.00 p.m.) and from 15.00 to 19.00 (3.00 p.m. to 07.00 p.m.) depending on the time zone and calendar used in Italy.

For interventions requested outside this timetable, the relative costs will be charged according to the Target Informatica S.r.l. price list in force.

The personnel involved in providing the service mentioned in this contract can perform similar operations for other users.

The assignment and distribution of said personnel shall be made exclusively by Target Informatica S.r.l.

5 - NORMS RELATING TO HARDWARE PRODUCTS

5.1 Warranty

Target Informatica S.r.l. guarantees the Hardware products for 12 (twelve) months from the date of delivery and in case of defects shall perform the repair or replacement of the parts or electronic components that are defective, invoicing the Client/User for the labour cost in accordance with the services price list of Target Informatica S.r.l. in force.

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Target Informatica S.r.l., shall be free to decide whether to replace the defective articles with other similar ones or else credit the purchase price paid.

The Client/User shall have no right to the warranty if the fault or inconvenient is caused by knocks, falls, improper use, accidental events, alterations or removal of warranty seals, or tampering of the Hardware product by unauthorised personnel.

For the evaluation of the cause of the inconvenient or defect of the Hardware product or one of the above-mentioned causes, the parties agree to accept the opinion of the technical personnel of Target Informatica S.r.l.

The warranty does not include any material subject to wear, deterioration, in particular: printing heads/cartridges, motors, rechargeable batteries.

6 - DELIVERY OF THE PRODUCTS

The costs of the delivery shall be charged to the Client/User. Target Informatica S.r.l. shall not be held responsible for any delays or problems due to force majeure or that anyway cannot be attributed to misconduct or gross negligence of Target Informatica S.r.l. personnel.

7 – INSTALLATION AND START-UP

If there is no specific alternative, the price for the Software and Hardware products and the service charges are always net of any installation and start-up charges.

The installation and start-up must be requested by the Client/User within three months of the product delivery date. After this period Target Informatica S.r.l. shall not have any obligation relating to the installation or start-up of the products.

8 - RESPONSIBILITY

It is the Client/User's responsibility for the preliminary check that the product is suitable for obtaining the desired results.

The Client/User and not Target Informatica S.r.l. accepts all responsibility concerning the use of the products and services supplied.

Target Informatica S.r.l. does not assume any other obligation or responsibility and offers no warranty other than that expressly foreseen by this contract.

In particular, Target Informatica S.r.l. is excluded from any responsibility for damage of any type, direct or indirect, expected or unexpected, and any eventual loss of data or software products of the Client/User and/or deriving third parties from the use of products or services by the Client/User, excluding misconduct or gross negligence of Target Informatica S.r.l. personnel.

The contents in terms, sounds and pictures of the data treated by the Client/User using the products or services supplied by Target Informatica S.r.l., is at the complete discretion and the complete responsibility of the Client/User.

9 – SUPERVISION AND CONTROL

The Client/User shall be the sole responsible for the services requested and realised with the assistance of the Target Informatica S.r.l. personnel.

10 – PRIVACY

The Client/User notes the information in Legs Dec. n. 196 of 30 June 2003 ("Code concerning the protection of personal data") of the Italian law which foresees the protection of all persons and subjects with respect to the protection of personal data. In accordance with the law, this treatment shall be bound by principles of correctness, loyalty, transparency and the protection of the privacy of the rights of the Client/User. In accordance with art 13 of Legs Dec. n.196/2003 of the Italian law therefore, the Client/User is informed that:

1. the data provided shall be treated only for the execution of this contract for the supply of products and services governed by these conditions, with particular reference to the provision of services, subject of the contract itself
2. the data shall be treated both manually and electronically
3. the provision of data is compulsory in order to execute the contract, with particular reference to the provision of services subject of the contract itself and any refusal to provide them could cause the non-execution or partial execution of the contract itself
4. the data shall not be communicated to persons other than personnel responsible for Target Informatica S.r.l. data, neither shall they be distributed to persons not authorised by the Client/User.



5. The owner of the treatment is Target Informatica S.r.l.

6. Responsible for the treatment is Target Informatica S.r.l.

8. At any time the rights can be exercised towards the owner of the treatment in accordance with art.7 of Legs.Dec.196/2003 of the Italian law, which is cited below:

Legislative decree n.196/2003, Art. 7 - Right of access to personal data and other rights

1. The interested party has the right to obtain the confirmation of the existence or not of the personal data that concern him/her, even if not yet recorded, and their communication in intelligible form.

2. The interested party has the right to obtain the indication:

- a) of the origin of the personal data;
- b) of the objective and mode of the treatment;
- c) of the logic applied in case of treatment effected using electronic instruments;
- d) of the identification of the owner, their responsibility and the delegated representative in accordance with of article 5, comma 2;
- e) of the subjects and categories of subjects to which the personal data can be communicated or who could be made aware as designated representative in the territory of the originating country, managers or delegated personnel,

3. The interested person has the right to obtain:

- a) the updating and rectification or, when desired, the integration of the data;
- b) the cancellation, transformation into anonymous format or the block of the data treated in violation of the Italian law, including that for which the conservation is not necessary for the use for which the data was collected or successful treated;
- c) The certification that the operations of letter a) and b) have been brought to the knowledge, even the contents, of those to whom the data was communicated or distributed, except the case in which such fulfilment is impossible or involves a disproportionate use of means respect to the protected right.

4. the interested party can appeal, partially or completely:

- a) for legitimate reasons to the treatment of personal data that concern him/her as long as pertinent to the purpose of the collection;
- b) to the treatment of the personal data that concern him/her for the purpose of sending publicity material or direct sales or for market research purposes or commercial communications.

11 - RATES

The basic rates for each service, indicated in the attachment, are annual unless otherwise stated.

The basic rates do not include taxes and contributions of any type which are the responsibility of the Client/User.

The rates and modes of the service can be varied by Target Informatica S.r.l. as long as it informs the Client/User by registered letter with receipt at least three months before the date of the variation. In this case the Client/User shall have the right to terminate the contract informing Target Informatica S.r.l. by registered letter with receipt at least one month before the date of the variation. The right to terminate as outlined in point 2 is not prejudiced.

12 - ANNUAL INCREASE

The rates in point 11, as long as the service remains unchanged, shall be subject to a minimum annual increase based on the ISTAT (Italian national statistics institute) index for the past contractual year.

13 - COMPENSATION

Invoicing and payment shall be in accordance with that foreseen in the respective items "Invoicing" and "Payment terms and conditions". The indicated payment terms are an essential element of the contract; in case of delayed or missed payment the Client/User shall be charged an amount of 10% (ten %) of said due or unpaid amount, as a penalty, unless ulterior damage should be caused to Target Informatica S.r.l.. The overdue interest shall commence automatically, in accordance with art. 1 Legs. Dec N° 231/2002 of the Italian law, from the day following the payment due date. Said interest is defined in commas 1 and 2 of art. 5 Legs. Dec. 231/2002 of the Italian law, in an amount equal to the interest rate of the main refinancing instrument of the European Central Bank, applied to it most recent main refinancing operation performed the first calendar day of the half-

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year in question, increased by 7 (seven) percentage points. Said interest rate is applicable for the following six months, and the Finance Ministry of the Italian Republic communicates said rate, net of the increase, with the publication in the Official Gazette of the Italian Republic in the fifth working day of each solar half-year.

In accordance with art. 6 Legs. Dec. 231/2002 of the Italian Law, the Client/User shall be responsible for all costs borne by Target Informatica S.r.l. for the recovery, even out of court, of late payments. In case of failed payment Target Informatica S.r.l. shall suspend all services given to the Client/User, without prejudice to the possibility for Target Informatica S.r.l. to terminate this contract for serious breach.

14 - GUARANTEE

The obligations of the Client/User are guaranteed by the person who signs this contract as legal representative, even in the case of corporations.

The guarantor waives the right of prior discussion of the main debtor and waives the right of opposing exceptions that could be the right of the latter.

15 – SELLER’S LIEN

The commercial transaction is concluded with the clause of seller’s lien until complete payment of the amount due by the Client/User to Target Informatica S.r.l.

16 - RESIDENCE

The Client/User has residence at the address indicated in the contract.

All communications and legal notifications shall be delivered here.

Should the Client/User be a company, the legal representative shall elect residence at the same address as the company that he represents.

17 – EFFECTS OF THE CONTRACT

This contract cancels and replaces all other agreements between Target Informatica S.r.l. and the Client/User and is an integral manifestation of the agreement made between the parties on the supply described in point 1.

Any variations to the conditions of this contract must be made in writing.

18 - NON-TRANSFERABILITY OF THE CONTRACT

The Client/User cannot assign or transfer to third parties, this contract or the rights deriving from it without the written authorisation of Target Informatica S.r.l.

19 – DEFERMENT TO CURRENT LAW

Although not expressly foreseen, reference is made to the laws in force in the Italian Republic concerning commerce, property rights and industrial patents.

La Target Informatica S.r.l. and the Client/User agree that should there be different interpretations of these commercial conditions deriving from the reading of versions of the commercial conditions in a language other than Italian, the version in Italian language and the interpretation given to it by the Italian law shall be valid.

20 – RESPONSIBLE COURT

Any disputes shall be settled in the court in the place in which Target Informatica S.r.l. has its headquarters.

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