



TEXPACK

Software update service subscription contract

**GARAGE EQUIPMENT
DIVISION**

TEXPACK_GB.03/2020

IDENTIFICATION OF THE CONTRACTING PARTIES

CUSTOMER

Company name	VAT number	
Address	Postcode	Prov.
Town/City	Phone number	
Fax	Mobile phone number	
E-mail		

DISTRIBUTOR

Company name	VAT number	
Address	Postcode	Prov.
Town/City	Phone number	
Fax	Mobile phone number	
E-mail		

Contract start date (month and year)	Initial period (months)
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NEW CONTRACT

SUBSEQUENT INTEGRATION

DESCRIPTION OF THE SOFTWARE CATEGORY AND METHODS OF SERVICE DELIVERY

TEXA SOFTWARE CATEGORY

CAR TRUCK BIKE OHW MARINE KONFORT

METHODS OF SERVICE DELIVERY

A: DVD B: INTERNET C: DISTRIBUTOR SUPPORT

DESCRIPTION OF TEXA TOOLS, SERVICE AND RELATED ANNUAL FEES

SERIAL NUMBER	SERVICE CODE	SERVICE NAME
Fee for the initial period (VAT not included)		<input type="text"/>
Fee for the subsequent annual period (VAT not included)		<input type="text"/>

Date and place _____

Distributor

Customer

I, the Customer, expressly approve and accept, pursuant to the articles 1341 and 1342 of the Italian Civil Code, the provisions in the following articles: art. 3 (Duration of the Contract and cancellation by the Customer), art. 4 (Cancellation by the Distributor and termination of the contractual relationship between TEXA and the Distributor), art. 6 (Updating of Fees), art. 7 (Methods of Service delivery), art. 8 (Liability), art. 9 (Customer obligations), art. 10 (Changes of address), art. 11 (Breach of contract), art. 13 (Applicable law), art. 14 (Processing of personal data), art. 15 (Final clauses).

Customer

CONDITIONS AND TERMS OF SERVICE

1. DEFINITIONS

CUSTOMER: the subject that purchases the Services from the Distributor.

CONTRACT: this software update service subscription contract signed by the Parties.

PARTIES: the Customer and the Distributor.

DISTRIBUTOR: distributor authorised by TEXA that sells the Services to the Customer and issues the related sales invoice.

SERVICES: the TEXPACK subscription services that are subject of the Contract as defined in article 2 of the Contract.

TEXA SOFTWARE: the software developed and produced by TEXA and licensed to the Customer.

TEXA: the company with registered office in Monastier di Treviso (Italy), Via 1 Maggio no. 9 which produces the TEXA Software and Services.

2. SUBJECT OF THE CONTRACT

Subject of the Contract is the provision to the Customer, for the entire duration of the Contract, of update services for the TEXA Software and programmes licensed for use with separate license agreements for use and listed in the box on the first page of this Contract. The Client undertakes to install the updates, corrections and/or new versions of the TEXA Software and programmes supplied, taking note that, should they fail to do so, the update may be partly or totally inefficient or useless.

The services included in the subscription fees are the following:

- the update of the application programmes when functional improvements or extensions are applied to the basic TEXA Software (operating system) with which the programmes licensed for use by TEXA have been installed;
- the updates of the TEXA Software and programmes prepared subsequent to any changes in the law, regulations or administration;
- the provision to the Customer of any corrections or revisions of the TEXA Software and programmes released on the initiative of TEXA, in the event of any anomalies, errors or malfunctioning.

The Customer must guarantee the confidentiality of the TEXA Software and programme contents, their updates and any changes made thereto.

3. DURATION OF THE CONTRACT AND CANCELLATION BY THE CUSTOMER

The Contract is effective starting from the first day of the month indicated on the first page and is of indefinite duration, with payment of the periodic fee in advance.

After the Initial Period indicated in the box on the first page of this Contract, the Customer may unilaterally terminate the Contract at any time by communicating it in writing (also electronically) at least 60 (sixty) days before the expiration of the advance payment of the fee for the service. If the Customer has entered into the Contract for subscription to several Services, the cancellation may also be limited to single Services. In any case, the Customer's cancellation will only be effective starting from the moment in which the new instalment of advance payment of the periodic fee for the Service should be paid. Until that moment, the Customer will continue to receive the Service and therefore the Customer's cancellation will not entail any refund of the periodic fee.

4. CANCELLATION BY THE DISTRIBUTOR AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP BETWEEN TEXA AND THE DISTRIBUTOR

Without prejudice to the rights of the Distributor to terminate the relationship following a breach of Contract by the Customer (article 11), the Distributor may terminate the provision of specific Services if TEXA decides to make them no longer available. In this case, the cancellation will be communicated at least 3 (three) months in advance with respect to the actual termination of the Service provision. In that case, any fees paid in advance for the period in which the Service is no longer available will be refunded to the Customer. The expiration or termination of the contract for authorised distributor and service centre of TEXA Products signed by the Distributor and TEXA will not extinguish the rights of the Customer. TEXA will be entitled to take over the rights and obligations arising from the Contract, directly or by designating another authorised distributor, notifying the transfer of the Contract pursuant to the article 1407 of the Italian Civil Code. The Customer pre-emptively agrees to a possible transfer of the Contract to TEXA or to another authorised TEXA distributor, pursuant to the articles 1406 and 1407 of the Italian Civil Code.

5. INVOICING

The invoice of the fees for the TEXA Software updates will be issued by the Distributor in advance on an annual basis.

6. UPDATING OF FEES

The annual fees will remain unchanged for the first period of validity of the Contract. For the subsequent years, the Distributor reserves the right to update them within the limits of the maximum price recommended by TEXA. In that case, the Distributor will inform the Customer in writing at least one month prior to the expiration of the annual fee, with suitable means to prove the sending/communication. In case of disagreement, the Customer will be entitled to communicate the cancellation before the expiration of the period, with suitable means to prove the sending/communication. If no cancellation is communicated, the proposed fee variation will be considered accepted. The fees do not include taxes or contributions.

7. METHODS OF SERVICE DELIVERY

The updates relating to the TEXA Software indicated in article 2 of this Contract will be carried out in one of the following three ways.

A: By the Distributor's sending DVDs to the Customer, containing updates relating to the programmes listed in the box on the front page of this Contract.

The delivery shall include:

- the DVD containing the update;
- instructions describing how to install the update.

The delivery will be made by the Distributor's chosen courier, and the related costs will be borne by the addressee.

B: By means of Internet connection between the Customer and a central computer system made available by TEXA. In this case, the Customer must have the hardware and connections required to connect to the Internet. All costs relating to the Internet or telephone connection required for the update shall be borne by the Customer.

C: The service will be carried out at the Distributor's offices and will include the installation of the update in the memory support of the tool containing the programme, by the Distributor's technicians.

Either Party can choose to change the Service delivery method at any time by communicating the new decision to the other Party in writing.

Delivery of the Service may be interrupted, limited or suspended fully or partly, without warning or indemnity, should the Customer have acted in any way prohibited by current laws and regulations and/or behave incorrectly, by this intending any action that may be potentially damaging for TEXA's Distributor and/or for TEXA S.p.A. as manufacturer.

8. LIABILITY

The Distributor disclaims all liability with regards to problems relating to telephone or Internet connection failures or malfunctions. The Customer declares that they have the necessary skills to make responsible use of the information and data contained in the TEXA Software and programmes and updates supplied under this Contract. The Customer is also aware that such data may not be exhaustive, and must be used as an integration of their own professional knowledge.

9. CUSTOMER OBLIGATIONS

The Customer undertakes to view the information supplied by the Distributor with regard to the technical characteristics of the hardware and carefully comply with the instructions on the operation of the Services supplied under the Contract. The Customer undertakes to report and describe any flaws or errors found during use of the software programmes to the Distributor or TEXA, without this leading to any claim for intellectual property rights for any suggestions that may lead to programme improvements. All intellectual property rights relating to programmes that may be changed by TEXA following received suggestions shall remain the exclusive property of TEXA.

10. CHANGES OF ADDRESS

The Customer must inform the Distributor in advance of any change in its e-mail address, as well as any change in the address of its registered office, making sure the communication has been received by asking the Distributor for confirmation.

11. BREACH OF CONTRACT

Should the invoices relating to the supplies go unpaid at the agreed due dates, the Distributor shall be entitled to exercise their right to termination due to breach of contract and compensation for damage in compliance with the provisions of the Italian Civil Code.

12. DELIVERY OF UPDATES

The Distributor undertakes to deliver the updates set forth by this Contract to the Customer for the entire duration of validity of the Contract, and in accordance with the methods set out in article 7 above.

13. APPLICABLE LAW

This Contract shall be governed by the Italian law.

14. PROCESSING OF PERSONAL DATA

Processing of the personal data provided by the Customer for activation of the Services covered by this Contract is carried out in compliance with the Personal data protection code (Legislative Decree no. 196/2003) as amended by the Legislative Decree no. 101/2018 and Regulation (EU) 2016/679 - General Data Protection Regulation (hereinafter referred to as "GDPR"), with suitable methods to ensure security and confidentiality. The Customer's personal data will be processed for purposes relating to the provision of the Services and, subject to their consent, for additional purposes, as specifically indicated by TEXA in the privacy policy made available to the Customer. At any time, the Customer has the right to access the Data relating to them and exercise the rights referred to in articles 12, 15 to 22 of the GDPR, by contacting the Data Protection Officer (DPO) of TEXA S.p.A. at the following e-mail address: privacy@texa.com. For further information relating to the use of their personal data, their rights and to read the full text of the policy, the Customer can refer to the TEXA website at the address www.texa.it/privacy.

15. FINAL CLAUSES

Any change to the conditions and terms of service set out herein must be made in written form, under penalty of nullity.