



GENERAL TERMS AND CONDITIONS

1. General provisions

1. These General Conditions of Contract (hereinafter "Conditions") govern the terms and conditions under which NextFEM SRLS (VAT number 04954290260), with registered office in 31046 Oderzo (TV), Piazza del Foro Romano 12 (hereinafter "NextFEM SRLS") will provide the person, whether natural or legal, or to the public or private institution, identified from time to time as a customer (hereinafter "Customer") Products (such as User licenses, Software, Applications, Modules, etc., produced by NextFEM SRLS hereafter "Products") and Services (such as maintenance, start-up, updating, customization or implementation of the Software produced by NextFEM SRLS, as well as the training of the Customer's staff in charge of their use and any other service agreed with the Customer, hereinafter "Services").

2. Each supply of NextFEM SRLS to the Customer is governed by these General Conditions (available on the website www.nextfem.it/it/general-terms-conditions), the Price List (available on website www.nextfem.it/it/request-a-quote) and the Software license agreement (available on the website www.nextfem.it/it/license-agreement), which form an integral part of the agreements between the Parties, and which are made available to the Customer and in any case can be known using normal diligence, and as such they are fully effective towards the Customer pursuant to art. 1341 of the Italian Civil Code.

3. By signing the Quote provided by NextFEM SRLS or by signing the Order Form provided by NextFEM SRLS, the Customer fully accepts these Conditions, the Price List and the Software Use License Agreement.

4. The Contract between the Parties is concluded with the signing by the Customer of the Estimate or the Order Form.

5. These Conditions will have exclusive application in the relations between NextFEM SRLS and the Customer; any terms and conditions included in any document sent by the Customer to NextFEM SRLS will be understood as not affixed. The conditions established in a separate proposal by NextFEM SRLS will prevail in the event of a conflict with the terms of these Conditions.

6. Any specific exceptions to the aforementioned overall contractual conditions will be valid and effective only if contained in documents accepted in writing by both Parties.

7. The applicable Conditions are those in force on the date of the Order; NextFEM SRLS reserves the right to modify and / or update them at any time.

2. Object

1. Each Quote and each Order give rise to separate contracts. The possible existence of other contractual relationships between NextFEM SRLS and the Customer does not determine any connection between them which therefore remain separate and autonomous.

2. The Products and Services cannot be used in any way by physical or tax subjects other than the Customer indicated in the Estimate or in the Order Form.

3. The Customer is a Professional and uses NextFEM SRLS Products and / or Services as part of his work and / or professional activity.

3. Prices and Estimates - Conclusion of the Contract

1. The prices of Products and Services offered by NextFEM SRLS are shown in the Price List (available on the website www.nextfem.it/it/request-a-quote) ; prices are net of VAT. NextFEM SRLS reserves the right to modify and / or update the Price List at any time. The updated Price List will be valid and effective from the date shown on it; correlatively the previous Price List will cease to be effective.

2. At the request of the Customer, NextFEM SRLS provides a specific Estimate relating to the Products and Services requested on the basis of the Price List or for Products or Services excluded.

4. Payments and Invoicing

1. The payment by the Customer must be made by bank transfer to the coordinates indicated by NextFEM SRLS in the Estimate or Order Form. Any different payment methods may be agreed between the Parties.

2. Upon receipt of payment, NextFEM SRLS will issue an invoice to the Customer, indicating the billing information provided by the same. The Customer guarantees to provide true and correct data. Any errors in compiling the invoice must be reported to NextFEM SRLS no later than 7 (seven) days from receipt of the invoice. Any discrepancies and errors of incorrect data provided to NextFEM SRLS will not give rise to any liability on the part of NextFEM SRLS.

3. Full payment by the Customer is a necessary condition for NextFEM SRLS to supply the Products and / or Services.

5. Delivery of Products and Services

1. The Products of NextFEM SRLS, both available for free and available for a fee, are downloaded from the website www.nextfem.it independently by the Customer after compulsory registration on the aforementioned website.

2. Within 7 (seven) days (indicative and non-binding term) from the receipt of the payment made by the Customer, NextFEM SRLS activates the User License relating to the Products purchased by the Customer. Different conditions may apply for Educational licenses (Article 14 Software User License Agreement). In any case, NextFEM SRLS is not liable for any damages deriving directly or indirectly from delays not dependent on its will in the release of the license.

3. The Software produced by NextFEM SRLS are equipped with installers. Once the installation phase has been successfully completed, the Software is

considered accepted by the Customer; at the same time, the risk of loss of the Products is transferred to the Customer.

4. If the Customer deems that a Product included in the order is missing, incorrect or damaged, he/she/it is required to notify NextFEM SRLS within 8 (eight) days from the date of installation.

5. The Software produced by NextFEM SRLS must be used under the terms and conditions indicated in the "Software User License Agreement" (available on the website www.nextfem.it/it/license-agreement), under the conditions of which postpone.

6. The User Licenses provided free of charge (e.g. basic program, Educational license, etc.) are not covered by any type of assistance from NextFEM SRLS.

7. The User Licenses provided against payment by the Customer can be accompanied by email assistance relating to the first installation up to 7 days after purchase. Additional assistance can be provided for a fee for a period of 1 (one) year from purchase. The purchase of assistance and any renewals of this must be contextual respectively to the purchase of the User License and the eventual renewal of the same. The assistance is provided exclusively via email and solely on the use and operation of the program.

8. The Services of NextFEM SRLS (by way of example and not limited to, installation, verification, assistance requested by the Customer to allow its employees to use the software produced by NextFEM SRLS), are carried out upon agreement between the Parties. The object and definition of Services specifically requested by the Customer and not present in the Price List, must be agreed from time to time between NextFEM SRLS and the Customer.

6. Prerequisites

1. NextFEM SRLS undertakes to describe and present the Products and Services in the best possible way. However, there may be some errors, inaccuracies or differences between the description and the actual product.

2. The NextFEM SRLS Products, in particular the Software, are created for the Windows® operating system, and accompanied by the user documentation.

3. It is the Customer's sole responsibility to ensure that its IT equipment (hardware and software) complies with the minimum and indispensable requirements for the installation and operation of the Software produced by NextFEM SRLS, as indicated in the user manual provided for this purpose. .

7. Duration

1. For NextFEM SRLS Products, the User License lasts 1 (one) year from its activation.

2. At the end of the annuity, the User License agreement ceases to be effective, unless a renewal request is communicated by the Customer to NextFEM SRLS sent by email to licensing@nextfem.it at least 30 (thirty) days before the expiry of the User License, or unless the Customer purchases the renewal. Different conditions may apply for Educational licenses.

3. To ensure the continuity of the User License and the use of the paid modules, the Customer must pay NextFEM SRLS the relative annual fee at least 15 (fifteen) days before the expiry of the existing User License; should the timing not be respected, NextFEM SRLS cannot ensure said continuity, and the modules under license may be blocked.

4. For no reason may the payment of the annual fee for the software and / or the individual modules that compose it and / or the services requested be delayed or suspended; any exceptions or complaints of the Customer will be treated and resolved separately.

NextFEM SRLS provides the update of the Products for a period of 12 (twelve) months from the date of activation of the User License, limited to the functionality of the paid module (s). During this period, the malfunctions encountered in the use of the paid modules will be corrected to ensure their effective functionality. This warranty does not apply to program features other than those of the paid modules.

5. In the case of the Import / Export (or ImportExport) module, the support and update period is 6 (six) months from the date of purchase.

6. The NextFEM SRLS Services purchased together with the Products have the same duration and starting date of the Product to which they refer.

8. Termination of the contract

1. The right of NextFEM SRLS to terminate the contract early due to willful misconduct and/or gross negligence of the Customer and/or for violation of the rules of the Software User License Agreement and of these Conditions, and doing so by written communication to be sent by email to the address provided by the Customer when registering on the site. In any case, NextFEM SRLS has the right to compensation for any damage.

9. Limitation of Liability

1. NextFEM SRLS supplies the Products, in particular the Software, "as is" and is not obliged to provide maintenance, support, updates, improvements or modifications. Different conditions may apply for paid modules and Educational licenses.

2. NextFEM SRLS does not provide assistance on the engineering choices made or to be made for the design of any structure. No indication provided through assistance replaces the engineering judgment of the Customer, who remains solely responsible for the structure designed, analysed and verified through the program, as well as for the results obtained.

3. Any right of the Customer to any compensation for damages or indemnity, as well as any contractual or extra-contractual liability for direct and / or indirect damages to persons and / or things, caused or in any case connected to the non-execution, even partial, of an order. NextFEM SRLS is not responsible, by way of example and not limited to, for loss of profits or revenues however named, loss of data, software, goodwill or image, direct,



indirect and / or consequential damages and / or in any case related to the Products and / o NextFEM SRLS services.

4. The Customer undertakes to indemnify NextFEM SRLS from any claim for damages that may be received from third parties due to the activity carried out using the NextFEM SRLS Products and / or Services.

5. NextFEM SRLS does not provide assistance to remedy damages or failures due to: hardware not conforming to that specified in the user manual; environment for installation and use of the Products and Services that does not comply with the instructions given by NextFEM SRLS; use for a purpose other than those for which the Product was designed; negligence, imprudence or inexperience of the Customer or the user of the Product; natural disasters, causes of force majeure, causes beyond the control of NextFEM SRLS; partial or total destruction of the information transmitted or saved following errors attributable directly or indirectly to the Customer.

6. NextFEM SRLS does not guarantee that the operation of the Software is uninterrupted, nor error-free, nor that all defects can be corrected.

7. Specific warranty conditions for some Products or Software are provided for in the applicable license terms.

10. Ownership

1. The Products, in particular the Software, and the Services, are copyright of NextFEM, 2014-2021. Windows® is a registered trademark of Microsoft Corporation. Other trademarks belong to their respective owners.

2. The NextFEM SRLS products are provided solely for the purposes and only under the terms indicated in the Software User License Agreement. The User License thus provided is non-exclusive and non-transferable for any reason.

3. This agreement does not transfer the source code of the licensed software or the related logical and / or project documentation to the Licensee. The Customer acknowledges that the only owner of the rights on Products, in particular on Software, is NextFEM SRLS. The Customer will not have any rights or make any claims on Services and / or Products and / or Software, or on any Product, Service and / or Creation of NextFEM SRLS and / or third parties who have granted NextFEM SRL rights to use the themselves, necessary for the operation and provision of NextFEM SRLS Services, Products or Software. The Software produced by NextFEM SRLS and the documentation accompanying them remain the exclusive property of NextFEM SRLS. It is expressly forbidden for the Customer to distribute NextFEM SRLS products or their copies to the public or to sell or sublicense them to third parties or on lease, or in any case to allow their use by third parties, both free of charge and as a title. burdensome. In such cases, NextFEM SRLS may revoke the User License of the program or one of its modules at any time.

3. The Software produced by NextFEM SRLS, the documentation accompanying them, the program code, the appearance, structure and organization of the program files, the name of the program, the company logo and other forms of representation within the software are subject to copyright; this, and all rights deriving from and in any case connected to copyright are owned by NextFEM SRLS. Other brands belong to their respective manufacturers.

4. The Customer undertakes to keep secret the content of the software produced by NextFEM SRLS and the related documentation and to protect the rights of NextFEM SRLS and its suppliers; in particular, it undertakes not to modify the software produced by NextFEM SRLS or to incorporate them in whole or in part in other programs without the prior written authorization of NextFEM SRLS, without prejudice to the provisions of the mandatory legislation in force on the matter. In such cases, NextFEM SRLS may revoke the license to use the program or one of its modules at any time.

5. Further limitations are provided for in the Software Use License Agreements.

6. This clause will remain in force even after the termination or termination for any reason of the Contract between the Parties.

11. Return of programs - Deletion of software

1. Within one month from the termination of this contract for any reason, the Customer undertakes to cancel or destroy any copies, including backups, of the Products and in particular of the Software in his possession, giving written confirmation to NextFEM SRLS within the same term . Consequently, the User License is revoked and will no longer be usable by the Customer for any purpose.

12. Withdrawal

1. The right of withdrawal does not apply to the Products and Software produced by NextFEM SRLS.

2. With regard to the Services, the Customer has the right to exercise the right of withdrawal with a communication to be sent to NextFEM SRLS, by registered letter with return receipt, or registered by hand, to the address "NextFEM SRLS, Piazza del Foro Romano 12, 31046 Oderzo (TV) ", or by certified e-mail to nextfem@pec.nextfem.it.

3. The exercise of the right of withdrawal does not entail the return of any sum by NextFEM SRLS. The Withdrawal will be effective after 7 (seven) days of receipt by NextFEM SRLS of the communication to make use of this right made in writing.

13. Communications

1. Any communication from the Customer relating to this contact must be sent by registered letter with return receipt, or registered by hand, to the address "NextFEM SRLS, Piazza del Foro Romano 12, 31046 Oderzo (TV)", or to by certified e-mail to nextfem@pec.nextfem.it.

2. Any communication from NextFEM SRLS relating to this contact will be sent to the e-mail address indicated by the Customer when registering their account on the nextfem.it site.

14. Disputes - Applicable law

1. The Contract between the Parties is subject to the law of the Italian State.

2. For any dispute relating to the Contract between the Parties, the Court of Treviso will be exclusively competent.

15. Data processing

1. By using the Products and / or Services or the website www.nextfem.it, the Customer accepts the NextFEM SRLS privacy policy, published on www.nextfem.it/it/privacy-policy. The data provided by the Customer will be used by NextFEM SRLS in compliance with the Personal Data Protection Code (Legislative Decree 196/2003) and the EU Reg. 2016/679, for the purpose of executing this contract. The Customer agrees to NextFEM SRLS to communicate his data to third parties, if such communication is necessary according to the obligations, rights and obligations connected to the execution of this agreement, or to facilitate the management of the relations deriving from it. The Customer is aware of the rights granted to him/her/it under the Privacy legislation, and in particular of the right to request the updating, rectification or cancellation of the same.

16. Integrity

1. These General Conditions of Contract are constituted by the totality of the clauses that compose them. If one of the clauses of this Agreement is declared null or ineffective in whole or in part, the other provisions will continue to have full force and effect, unless NextFEM SRLS considers this essential clause in good faith and consequently intends to terminate the Agreement.

17. Final provisions

1. Although not expressly provided for in this contract, the rules of the Civil Code will apply in addition to the rules and references contained in the additional contractual documentation.

_____, _____
(place) (date)
NextFEM SRLS The Customer _____

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code, the Customer specifically approves to have read them, understood and known the articles: 1 (General Provisions) - 2 (Object) paragraphs 2,3 - 4 (Payments and Invoicing) paragraphs 2 and 3 - 5 (Delivery of Products and Services) - 6 (Prerequisites) paragraph 3 - 7 (Duration) paragraphs 2,3,4 - 8 (Termination of the contract) - 9 (Limitation of liability) - 10 (Ownership) - 11 (Return of programs - Deletion of software) - 12 (Withdrawal) - 13 (Communications) - 14 (Disputes - Applicable law) - 15 (Data processing) - 16 (Integrity) - 17 (Final provisions).

_____, _____
(place) (date)
NextFEM SRLS The Customer _____