

Terms for Software

Vintia Terms for Software

1. CONTRACTUAL PARTIES

1.1. These Category Terms for Software ("Software Terms") supplement the General Terms & Conditions for Sale ("GTC"), as updated from time to time, entered into between Vintia and the Customer, in relation to the specific conditions applying to the Software offering that the Customer can contract or licence from Vintia.

2. GRANTING OF LICENCE

2.1. During the term of the Subscription, and subject to the timely payment of all applicable charges and the compliance with all terms and conditions of the Agreement, Customer is granted a limited, temporary, non-exclusive, non-assignable, non-sublicensable and non-transferable right to use the ordered licenses of the Software for its internal business purposes (the "Licence").

2.2. For the avoidance of doubt, to the extent the Software is provided under a software-as-a-service or cloud computing model, the Customer agrees that the scope of the Licence shall include the right to remotely access and use the Software for the purposes of obtaining the corresponding functionalities. Nevertheless, the right to install the Software on its own servers or infrastructure shall be excluded.

2.3. The Customer acknowledges that the prior purchase of the Subscription is a prerequisite for obtaining the Licence.

3. TERM OF THE LICENCE AND RENEWAL

3.1. The duration of the Subscription shall be determined in the Quotation and/or in the Order Confirmation.

3.2. The term of the Subscription shall be automatically renewed for subsequent terms of the same duration (e.g. yearly), unless one of the Parties notifies to the other Party of its intention not to renew at least 3 months prior

4. LICENSE FEES

4.1. Any applicable charges for the Software are due upfront and are non-refundable. Vintia shall not provide any refunds or credits to the Customer should the Customers wish to terminate the Agreement before the expiry of the Subscription.

4.2. The fees will be invoiced by Vintia upon delivery or upon activation of Licence, and thereafter at their renewal date if applicable.

4.3. Subject to the GTC, for Subscriptions having a duration exceeding twelve (12) months and/or subject to automated renewal, Vintia shall be entitled to revise and increase the prices for the relevant Subscription, in accordance with the applicable national Consumer Price Index (CPI) or another index identified in the Quotation.

4.4. The non-payment of the charges will irrevocably lead to the suspension of the Software licence and related usage rights, without prejudice to other measures that may be taken by Vintia as specified in the GTC.

5. PERMITTED AND RESTRICTED USES

5.1. The granted Licence shall be subject to the restrictions as identified in the Quotation, including in operation with other software, hardware, networks and services owned, leased or controlled by the Customer for Customer's normal business purpose.

5.2. The Customer undertakes and warrants that it shall not:

- i. to the extent permitted by the applicable law, (attempt to) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Software in any form or media or by any means, save as may be expressly permitted under this Agreement; or
- ii. except to the extent such restriction is prohibited under the applicable law, (attempt to) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- iii. (sub-)license, sell, rent, lease, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make use the Software except as expressly permitted under this Agreement; nor permit the use of the Software by third parties, without having obtained the prior written consent of Vintia.
- iv. bypass or breach any security device or protection used for or contained in the Software; or
- v. knowingly engage in any activity which interferes with or disrupts the Software (including the performance thereof) and/or third-party data contained therein; or
- vi. use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or store or transmit material in violation of third-party privacy rights; or
- vii. use the Software to store or transmit code, files, scripts, agents or programs intended to do harm, including any form of malware, for example, viruses, worms, time bombs and Trojan horses; or
- viii. attempt to gain unauthorized access to the Software, its related systems and (electronic communication) networks or permit direct or indirect access to or use of the Software in a way that circumvents a contractual usage limit; or
- ix. copy the Software or any part, feature, function or user interface thereof and/or access the Software in order to build a competitive product or service.

5.3. The Customer shall not exceed the permitted use and acknowledges that it shall be required, without prejudice to any other rights or remedies to which Vintia may be entitled, to pay Vintia at Vintia's then-current rates for any additional usage of the Software.

5.4. The Customer shall notify Licensor in writing as soon as it becomes aware of any actual or suspected unauthorised installation or use of the Software (including any installation or use in excess of the permitted use).

6. CUSTOMER'S OBLIGATIONS

6.1. The Customer shall be responsible for the installation, maintenance and management of hardware and software infrastructure adequate for the correct performance of the Software, as described in the technical specifications that can be provided upon request. Without limitation, the Customer shall ensure that its hardware, software, network connectivity and systems comply with the relevant specifications set out in the documentation, and shall be responsible for the correct

licencing of its hardware and software applications, for doing the appropriate backups, for procuring and maintaining its network connections and telecommunication links from its systems and for implementing and operating appropriate security measures – including the necessary precautions to prevent the introduction and proliferation of a malware into the Software.

6.2. Notwithstanding the foregoing, the Customer acknowledges that the compliance with the above technical specifications does not guarantee the correct performance of the Software due to the existence of additional factors related to the Customer's infrastructure. Consequently, Vintia shall not be liable for the correct performance of the Software if the failures or inadequate performance are caused by or attributable to factors beyond Vintia's control.

6.3. It is Customer's sole responsibility to maintain an appropriate security level for its own infrastructure and the account and password management for the Software.

6.4. Customer is responsible for the correct operation of the Software in compliance with Vintia's product manuals and instructions.

6.5. Customer will indemnify Vintia for all damages resulting hereof.

7. STANDARD SOFTWARE

7.1. The scope of the License granted shall be limited to the modules and functionalities purchased by the Customer under the selected type of Subscription, and as specified in the in the Quotation and/or in the Order Confirmation.

7.2. The Customer acknowledges that the Software is licensed on standard basis, without any specific customisation, adaptation, or development for the Customer, unless expressly agreed in writing by the Parties. Vintia shall not be obligated to modify or develop the Software at the request of the Customer.

7.3. The functionalities and characteristics of the Software are limited to what is indicated in the product manuals and specifications and what has been demonstrated during the sales process.

7.4. Vintia is entitled to modify the technical configuration, operation and functionalities of the Software at any time at its own discretion and without Customer's approval being necessary. Nevertheless, Vintia shall endeavour to provide release notes and information about the modifications, if possible, in advance.

8. WARRANTY

8.1. Without prejudice to Vintia's obligations in the provision of maintenance and support, the Software is delivered "as is". Therefore, to the maximum extent permitted by law, Vintia hereby disclaims all implied warranties regarding the Software and makes no other warranty or condition, express or implied, statutory or otherwise, regarding this Software, including without limitation the implied warranty of merchantability, reliability, suitability, quality, adaptability, availability, safety, accuracy fitness for a particular purpose, title and non-infringement. Vintia does not warrant that the use of the Software will be secure, uninterrupted or that it will operate without errors.

8.2. All components that are provided by third parties, will be subject to their own warranty provisions that are provided to Vintia and that Vintia will extend to the Customer.

8.3. This section contains the sole liability applicable to the Software in terms of warranty, with express exclusion, to the maximum extent permitted by law, of any other legal or contractual regime that could be applicable. The Customer expressly

and irrevocably waives any action towards Vintia in connection with the foregoing.

9. HOSTING SERVICES

9.1. Depending on the type of Software licence purchased by the Customer, the Customer may contract hosting services from Vintia so that the Software is installed and operated in the hosting infrastructure operated by Vintia or by Vintia's hosting providers (the "Hosting Services").

9.2. When Hosting Services are contracted by the Customer, Vintia shall provide the hosting and subsequent application-level access to Software to the Customer on Vintia's own infrastructure or cloud hosting provider's infrastructure.

9.3. The Hosting Services are subject to Customer's compliance with the GTC and these Software Terms, including the timely payment of the fees.

9.4. The Customer acknowledges that nothing in this Agreement shall be understood as an exclusivity between the Parties. Thus, Vintia may provide hosting services for other customers at its sole discretion within the same servers used to host the Customer's Software.

9.5. Vintia is responsible for (i) daily back-ups of the databases, (ii) all required licenses of third parties, (iii) implementing appropriate technical, operational and logical measures in order to allow and secure the Customer's access to the Software, and (iv) all assistance concerning the creation of users, profiles, folders and security related to the Software for which it provides hosting Services for the duration of the Agreement. Vintia does not assume any additional responsibility or obligation in relation to the Hosting Services.

10. APPLICATION LEVEL-ACCESS AVAILABILITY

10.1. Where the Software is hosted by Vintia (when the Customer has contracted the Hosting Services) or provided under a Software-as-a-Service or cloud computing model, Vintia shall use reasonable endeavours to maintain the application-level access to the Software to the Customer in accordance with industry standards. Notwithstanding, Vintia does not guarantee a continuous, uninterrupted, or secure access to the Hosting Services or to the Software. The availability of the Hosting Services and the Software may be interfered by numerous factors outside of Vintia's control, which, without prejudice of the provisions set forth under clause 14 of the GTC, shall be understood as force majeure events.

10.2. Vintia may totally or partially suspend the Hosting Services and deny access, block or restrict the remote access to the Software. This shall not entitle the Customer to an indemnification or compensation whatsoever if:

i. Vintia reasonably believes that the Customer has violated any applicable law which may have a potentially adverse effect on Vintia, its group companies, or other customers.

ii. Vintia reasonably believes that it is necessary to protect the servers, systems, infrastructure, data and/or information of Vintia or its respective third-party providers or other clients, from a denial of service attack, security breach, introduction of malware, ransomware attack and/or similar events, or even due to an excessive consumption of memory, CPU or any other alteration which may slow down the server on which the Software is hosted, in such a way it harm or implies a deterioration on the services or right of other clients or third parties with whom the server may be shared.

iii. The Customer fails to cooperate with Vintia to investigate suspected violations of the terms of this Agreement, including the GTC and the Software Terms.

iv. It is necessary for maintenance activities as they may be performed.

v. Vintia is requested so by laws or public or governmental authorities, or statutory requirements.

10.3. Vintia shall use commercially reasonable efforts to minimize any disruption of the Hosting Services and the availability of the remote access to the Software. To the extent reasonably possible, Vintia shall inform the Customer in advance of any measures that Vintia deems necessary in accordance with the terms set forth herein.

10.4. The Customer is obliged to provide all cooperation required by Vintia for servicing and maintenance, including stopping the use of the Software by the Customer, if Vintia considers this necessary.

10.5. As part of the Hosting Services and for the duration thereof, Vintia will keep Customer's data consisting of invoices and booking confirmations generated by the hosted Software for a period of 8 years from their creation. Notwithstanding this, the Customer's logging data within the applications will be deleted after six (6) months. An extension of these data retention periods is available at additional cost.

10.6. The Customer shall ensure that it has an adequate and secure internet connection in order to use the Software when it is hosted by Vintia, which shall comply with the bandwidth and network requirements determined by Vintia. For the avoidance of doubt, the costs related to internet network shall be borne by the Customer.

11. MAINTENANCE AND SUPPORT SERVICES

11.1. Vintia shall provide maintenance activities in relation to the Software. In particular, the maintenance activities shall include the modifications and updates that Vintia may perform on the Software (including, infrastructure, security, technical configuration, application or platform features, interfaces, etc.) from time to time, as Vintia considers appropriate, and which shall be made available to the Customer. Vintia shall procure to limit the impact of the maintenance activities on Customer's operation. If the Software updates are to be installed by Vintia, these updates shall be carried out on weekdays during Vintia's office hours. If case the Customers requests that the updates should be installed outside these hours, Vintia may charge additional fees. Vintia's changes to the Software specification will not result in any material reduction of the level of functionality, performance, security, or availability of the Software during to the term Software licence.

11.2. Vintia shall provide technical support services to the Customer, upon request by the latter, related with (i) support and availability issues regarding the Hosting Services and Vintia's data centre, and (ii) software-technical problems related to the Software. The Customer shall be entitled to contact Vintia's customer service centre to request assistance in relation to the above, 365 days a year and 24 hours a day. Only the Customer's personnel who have received the appropriate training provided by Vintia shall be entitled to contact the customer service centre. The Customer shall use the contact channels (i.e. the Customer Portal and telephone number) provided by Vintia, depending on the geographical location of the Customer. The customer support centre shall be available in a number of languages specified by Vintia. Vintia will make its best endeavours to respond to the Customer's requests and to solve the query or the problem (or to provide a workaround solution for it) on the shortest possible time, depending on the priority level and nature of the reported problem or question. For the avoidance of doubt, when the Software is hosted on Customer's infrastructure, the support services shall not be available for problems or questions regarding infrastructure and/or hardware related issues.

12. TERMINATION

12.1. After termination of the Subscription (when it is not renewed), Vintia shall delete all Customer's data contained in the

Software within a maximum term of one (1) month.

12.2. Notwithstanding the foregoing, the Customer may request, within the one-month term, assistance from Vintia to export the data. Vintia shall be entitled to charge additional fees for the support.

13. AUDIT

13.1. Vintia reserves the right to carry out, either directly or through the advisors it considers fit, an audit on the performance by the Customer of the provisions of this Agreement.

13.2. The Customer shall allow access to Vintia and/or its advisors, provide all the information required for the purposes of the audit and, in general, cooperate in good faith with Vintia and/or its advisors.

Disclaimer:

This is a downloadable version of the website content that we make available to you for informative purposes for an easier consultation and filling. However, VINTIA assumes no responsibility for any errors or typos that the downloadable version may contain.

As VINTIA reserves the right to modify this content from time to time, please check on the Legal section of our website to find the latest version of the legal documents and their updates.