

2021

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To:

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**GOLD ASSISTANCE AND
MAINTENANCE CONTRACT**

DRAFT

Assistance Contract no: XXX/2021

Sinapsi S.r.l. Via delle Querce 11/13 - 06083 - Bastia Umbra - Perugia - Italy
Tel. +39 075 8011604 - Fax +39 075 8014602 - VAT NO. 02727730547

www.sinapsitech.it



Between:

SINAPSI S.r.l. with registered office in Via delle Querce 11/13 - 06083 BASTIA UMBRA (PG) - ITALY VAT No. 02727730547

(hereinafter referred to as **SINAPSI**)

and

..... with operating headquarters in - VAT No.
(hereinafter referred to as the **CUSTOMER**)

The Parties hereby agree as follows:

Art. 1 Definitions, product description, term and annual fee

For the purposes of identifying the parties covered by the Assistance and Maintenance Contract, the following definitions shall apply:

- **Sinapsi:** The party (company) entitled to market and/or provide maintenance and assistance services for the product;
- **Customer:** The party (individual, entity, company) who requests and benefits from the consulting services and/or purchases (or acquires for other reasons) the goods marketed by **Sinapsi**.
- **Device/Product:** The product consisting of Hardware and Software, marketed by **Sinapsi** and subject to assistance and ordinary maintenance.

Device types

CODE	CLASS	DESCRIPTION
-	Monitoring	Monitoring system for photovoltaic plants with features customized according to specific customer requirements
SIN.ES3BE		SGH-compliant system for production and energy efficiency monitoring of photovoltaic plants.
SIN.ES3BEKNX		SGH-compliant system for production and energy efficiency monitoring of photovoltaic plants. Complete with integrated KNX interface.
SIN.ES3BEPRO		SGH-compliant system for production and energy efficiency monitoring for large photovoltaic parks.
SIN.EPARKS	Monitoring	Advanced system for the supervision and management of local or remote maintenance of large photovoltaic plants/parks, with integrated home automation engine using the KNX communication protocol, support meters / interface protections and PR calculation (according to EN 61724) to the detail of the individual inverter. Support for up to 800 independent strings.
SIN.ECEN	Monitoring	System for local or remote centralization of supervised photovoltaic parks with multiple eSolar (up to 10). It makes it possible to connect within an Intranet up to 10 eSolar to ensure the supervision of large photovoltaic

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		parks for data acquisition via Ethernet. Supports external led display (SIN.EXTLEDx) via RS485.
SIN.____*	Accessories	All devices provided by Sinapsi that can be connected to the monitoring system

* the suffix "SIN." identifies all the accessories or devices distributed by Sinapsi

Annual assistance fee reference table

Description	Ordering Code	Qty	Unit Price	Dis.	Net Unit price	Net total
PLANT MANAGEMENT						
GOLD annual assistance and maintenance contract fee	SIN.ASSFVSTD1	1	€ 700.00	40%	€ 420.00	€ -,00
Annual technical assistance fee for photovoltaic systems with eSolar system installed in LIGHT version	SIN.ASSFVLT1	0	€ 250.00	40%	€ 175.00	€ -,00
Annual technical assistance fee for photovoltaic systems with eSolar system installed in STANDARD version	SIN.ASSFVSTD1	0	€ 700.00	40%	€ 420.00	€ -,00
Annual technical assistance fee for photovoltaic systems with eSolar system installed in PARK / CENTRAL version	SIN.ASSFVPP1	0	€ 1200.00	40%	€ 840.00	€ -,00
Total Supply						€ -,00

MODULES	Effective	Annual fee in euro excluding VAT
Service contract no. xxx	01/05/2021	€ XXXX,00

Monitoring Class Devices Subject to Service Contract (Table A)

Included in the contract are Devices and products of previous supply pertaining to the list provided below:

Plant name	Size in kWp	Esolar Serial
Malicounda Cabins 1 and 2		ES17-000114
Malicounda Cabins 3 and 4		ES17-000115
Malicounda Cabins 5 and 6		ES17-000116
Malicounda Cabins 7 and 8		ES17-000117
Malicounda Cabins 9 and 10		ES17-000118
Malicounda Interface		ES17-000119

Sinapsi email address for sending information to the Customer

The following is the email address to which Sinapsi will write to provide support/assistance information to the customer (see Art.2):

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Art. 2 Ordinary maintenance and assistance service

The following obligations of **Sinapsi** are part of the Assistance and Ordinary Maintenance service contract:

- a) make corrections to software errors available, even after the warranty period has expired;
- b) make available changes to standard software products, made necessary by new legal requirements;

The software updates provided in relation to the Ordinary Maintenance Service will be communicated by newsletter to the address you provide and will be made available on **Sinapsi**'s servers. This email address will be an integral part of this contract and included in Art.1.

The **Customer**, after receiving notification of the availability of the update, can upgrade the device by accessing the section "SYSTEM CONFIGURATION -> SYSTEM SETUP -> SYSTEM" and using the function "AUTOMATIC FIRMWARE UPDATE".

To the **Customer** assisted with a regular maintenance contract, **Sinapsi** ensures an Operative Telephone Assistance and/or Online Assistance service from **Monday to Friday from 9:00 a.m. to 1:00 p.m. and from 2:30 p.m. to 5:30 p.m.** (any days of suspension of service activities caused by closure of the offices of **Sinapsi** for national/local holidays or vacation periods will be communicated in advance via email).

The **Customer** may use this service to receive clarifications regarding the use of **Sinapsi**'s products and for which the Maintenance contract is in place, by calling the number: 075/8010473 and inserting the number of the contract of assistance provided in this document (No. 426) or writing an email to the address service@sinapsitech.it.

Sinapsi's service will provide assistance/support information (as far as included in this contract) to a single email address that can be shared among the various collaborators of the **Customer**. This email address will be an integral part of this contract and included in Art.1.

When, in the opinion of the consulted personnel, the problem submitted by the **Customer** cannot be solved through the Operative Telephone Assistance and/or Online Assistance Service, it will be possible, if mutually agreed, to carry out an Extraordinary Maintenance intervention (on-site intervention). The Operative Telephone Assistance and/or Online Assistance Service, provided during normal working hours by the Supplier in favor of the **Customer** for whom the Assistance and Maintenance contract is in force, does not give rise to any specific charge.

Art. 3 Extraordinary maintenance and assistance service

The Extraordinary Maintenance and Assistance Service includes the interventions carried out at the request of the **Customer** in order to:

- a. eliminate the consequences of errors in the use of the equipment and/or software products covered by this contract;
- b. make configuration changes;
- c. carry out assistance and maintenance activities at the **Customer**'s premises;
- d. vary the configuration and sizing of the archives;
- e. restore the data provided by the **Customer**, by means of mass memory (USB Flash Drive, CD, DVD, Flash Memory) provided by the Customer on the device replaced under warranty or out of warranty, if not included in the Service Charter;
- f. perform Hardware support on the device out of warranty;
- g. any other intervention that is necessary and/or useful and that does not fall within those provided for in the previous point.

What is described in Article 3 is not part of the routine maintenance and service contract.

Art. 4 Duration of the Contract

This contract will have a duration of one year, with effect for all purposes from the date of signing and will be renewed by tacit agreement from year to year, subject to the right of withdrawal, recognized to both parties, upon notice sent to the other party by registered letter with return receipt 30 (thirty) days prior to expiration for the first year of the contract's effectiveness and 2 (two) months for subsequent years.

Sinapsi guarantees to the **Customer** a contractual duration of at least 365 (three hundred and sixty-five) days; therefore, **Sinapsi** will not be able to terminate the contract before this term, unless there is a contractual breach by the **Customer**.

It will be **Sinapsi**'s right to suspend the provision of service in case of:

- omitted or delayed payment of the amount due by the **Customer**, for any reason, even if deriving from obligations other than this contract;
- failure to comply with the conditions set forth herein;
- incorrect use of any software product owned by **Sinapsi** or its assignees.

Art. 5 Conditions of intervention

The Maintenance and Assistance Service is carried out by **Sinapsi** on condition that the devices supplied have not been modified or altered by the **Customer**. Operative Telephone Assistance is provided, as far as possible, on call by the **Customer**.

Online Assistance will be carried out provided that the device is connected and reachable through the Internet after activation of the reachability service.

Any intervention carried out independently by the **Customer**, or the failure to sign the contract that regulates the provision of the Maintenance and Support Service, releases **Sinapsi** from any responsibility regarding the proper functioning of the installed software.

The **Customer** is responsible for managing the procedure for saving (duplicating) on mass storage equipment archives and data on the devices and ensures that the same has been properly performed before the assistance intervention, relieving **Sinapsi** from any responsibility for all risks of loss or damage to files and/or data on the machines at the time of the intervention.

Sinapsi undertakes to carry out maintenance work as promptly as possible. During the assistance and maintenance activity, **Sinapsi** is also relieved from the responsibility of unavailability of the device to acquire data.

In case the intervention request originates from a situation of "total stop of the activity", the beginning of each intervention will take place, if there are no impediments beyond **Sinapsi**'s control, within the working day following the **Customer**'s request.

The Maintenance and Assistance Service is assured only during the working hours set out by the work contract applied by **Sinapsi**. Any exceptions may be negotiated separately with the **Customer**.

Art. 6 Access to equipment/access to premises

The **Customer** shall allow **Sinapsi**'s personnel to readily access the devices and/or the premises where the equipment is installed, in order to perform the interventions provided for by the contract and/or the necessary checks.

The **Customer** undertakes to expressly declare to **Sinapsi**, at the time of signing the Request, and pursuant to Art. 26 of Legislative Decree no. 81 of 09/04/2008 and subsequent amendments and additions, the presence or absence of any specific risks in the premises intended for the installation of the equipment as well as the prevention and emergency measures adopted in relation to its activity.

Art. 7 Ordinary maintenance fee

For the Ordinary Maintenance Service, the **Customer** shall pay **Sinapsi** the annual fee indicated in art. 1 of this contract.

The fee shall apply from the date this contract is signed.

For each of the following years, a variation will be made to the fees equal to the percentage change in the ISTAT index (consumer price index for blue- and white-collar households) pursuant to Law 392/78, the reference index being that of the third month prior to the annual expiry date.

In case of delayed payment, interest on arrears will be charged to the Customer at the rate of the Prime Rate plus one percentage point.

Art. 8 Rates for Extraordinary Assistance Service

The interventions carried out as part of the Extraordinary Assistance Service will be invoiced to the Customer on the basis of time rates, resulting from **Sinapsi**'s price list in force at the time when the intervention is made. The **Customer** shall request in advance from **Sinapsi** the unit rates applicable to each intervention. At the end of the extraordinary assistance, the Customer will be informed by email of the activity carried out, which, unless a dispute is sent to **Sinapsi** within 8 (eight) days from receipt of the email, will be invoiced by the end of the month in progress.

Art. 9 Payment methods

The possible payment methods are as follows:

Annual fee for Maintenance and Ordinary Service: the annual fee for each datalogger is agreed and accepted in the sum of EUR 420.00 (four hundred and twenty euro); for the year 2021 the fee is included in the SIN.PROMOREVAMP offer purchased by the customer DDT No. 283 of 14/04/2021.

Art. 10 Exclusions

The Ordinary Maintenance Service does not include the changes to be made to the specific programs developed, modified and/or customized at the Customer's request, made necessary by the release of new versions of standard software developed by **Sinapsi**. Ordinary Maintenance does not include updates that, in **Sinapsi**'s opinion, involve the modification of record layouts or the creation of new archives or have a marginal impact on procedures.



The Maintenance Service does not include the following ancillary services (if not included in the Service Charter):

- a. Training, instruction and refresher courses for **Customer's** personnel; In addition, Maintenance Service does not include interventions caused by:
 - a. Accidental causes, neglect or misuse, vandalism, disaster;
 - b. Damage caused by malfunction of the electrical system or grounding system;
 - c. Lightning and flooding;
 - d. Inappropriate ancillary products;
 - e. Changes and links not made by **Sinapsi**;
 - f. Changes to the original configuration not authorized or agreed to by **Sinapsi**;
 - g. Parts and/or devices not supplied and/or installed by **Sinapsi**;
 - h. Attacks and intrusions to the information system operated by third parties via digital transmission network.
- i. The rescue or recovery interventions, even if required as a result of malfunction or damage of the equipment, concerning the mass memories containing data, for which it is the responsibility of the **Customer** to keep the appropriate backup copies and to know the procedures to be performed for the recovery of the original content, starting from the above-mentioned copies.

Art. 11 Non-fulfillment and suspension of service

In case of non-payment of the fee as provided for in Art. 1 and Art. 9 of this contract **Sinapsi** has the right to suspend, with immediate effect and without notice, the Maintenance and Assistance Service object of this contract. The service will be immediately reactivated in case the **Customer** proceeds to the payment of the fee. In case of non-fulfillment of the obligations assumed by **Sinapsi** under this contract, the **Customer** will be entitled to terminate this contract by written notice to be sent by registered letter.

Art. 12 Risks of loss or damage

The **Customer** is responsible for managing the procedures for saving (duplicating) on mass storage equipment the archives and data on the devices and ensures that the same has been properly performed before the assistance intervention relieving **Sinapsi** from any liability for all risks of loss or damage to files and/or data on the devices at the time of the intervention.

The **Customer** also relieves **Sinapsi** for all risks of loss and damage for devices, boards, connections and modifications not removed from the products submitted to the Maintenance Service or mass memories sent for data recovery.

Art. 13 Limitations of liability

Due to the nature of the service, the **Customer** expressly exonerates **Sinapsi** from any and all contractual and/or extra-contractual liability for direct, indirect, incidental and consequential damages suffered by the **Customer** and/or third parties as a result of the provision of the requested service, including, without limitation and merely by way of example, loss of profit, interruption of business or professional activity, loss of programs or other data.

Art. 14 Force majeure

The term "FORCE MAJEURE" shall be understood by both parties to mean any unforeseeable, unavoidable action or occurrence beyond their control that temporarily or permanently delays, prevents or suspends the performance of the contract and/or any or all of the obligations deriving from the same.

Should a force majeure event occur, the two parties must meet to decide and take appropriate action. Any party that decides to invoke force majeure shall notify the other party within fifteen (15) days by registered letter with return receipt, stating the nature, start date and estimated end date of the event that caused the force majeure.

Failure to comply with these requirements will imply the complete and irrevocable liability of the defaulting party for all risks and consequences of the force majeure event. One party shall not be liable to the other for delays or failure to perform its duties due, directly or indirectly, to circumstances beyond its control (e.g., fortuitous event, suspension of work imposed by public authority). In such cases, the affected party's representative will promptly notify the other party's designated person.

Art. 15 Information on data processing - PURSUANT TO ART. 13 OF REGULATION (EU) 2016/679 (GDPR)

In connection with the activities related to the performance of the Contract, the Parties shall comply, each for their own sphere of responsibility, with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the "protection of natural persons with regard to the processing of personal data and on the free movement of such data" (hereinafter: "GDPR"), as well as any other provision of law or regulation on the subject and with the provisions of the Authority for the protection of personal data applicable to the services/activities covered by the Contract.

Each party acknowledges and accepts that the personal data relating to the other party, as well as the personal data (e.g. names, company email address, etc.) of its own employees/associates, possibly involved in the activities referred to in this Contract, will be processed by the other party as Data Controller for purposes strictly functional to the establishment and execution of the Contract itself and in accordance with the information provided by each party pursuant to article 13 of the GDPR, which the other party undertakes as of now to bring to the attention of its own employees/collaborators, within the scope of its own internal procedures.

Art. 16 Jurisdiction


The Court of Perugia will be exclusively competent for any dispute arising between the Parties relating to the interpretation and/or execution of this Contract.

Art. 17 UPLIFT option

The **Customer** who wishes to increase the number of devices covered by this Assistance and Maintenance Contract (see Art.1 "Monitoring class devices subject to assistance"), may request the additional coverage to new devices against the payment of an Uplift Fee to be agreed with **Sinapsi**.

Art. 18 Service Charter

The service charter entitles you to services in addition to this assistance and maintenance Contract. The description of the services, the starting date and the conditions of use are shown in the annexed SERVICES CHARTER, which is an integral part of this Contract.

	
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ANNEX - SERVICE CHARTER

Description of the Service, start date

The Service Charter entitles you to a number of supplementary services in addition to the Assistance and Maintenance service. Each service is described in detail in the following paragraphs.

SERVICE	Description	Class of product covered by the service
SIN.DATARESTORE	Restoration of production data (see limitations in Art.5 Conditions of intervention)	Monitoring
SIN.ASSFVPLA	Platinum Maintenance and Assistance Service	Monitoring

SERVICE	Effective	Validity
SIN.DATARESTORE	Effective date of the Contract m. & a. GOLD	1 year
SIN.ASSFVPLA	Effective date of the Contract m. & a. GOLD	1 year

1) Data Recovery - SIN.DATARESTORE

The Data Recovery service provides for the complete restoration of the data contained in the backup files generated by the Customer in one of the following ways:

1. Manual procedure - remote backup:
 - a. by accessing the device in the section "Plant Data and Data Export" -> "Backup", it is possible to make a remote backup of the Data History and/or Plant Configuration;
 - b. BACKUPDATI.SQL.GZ and BACKUPDISPOSITIVI.SQL.GZ files are generated separately and can be saved on the PC from which the device is being accessed via the browser;
2. Automatic procedure - local backup:
 - a. by accessing the section "Plant Configuration" -> "Schedules", the user carries out the configuration of the automatic backup;
 - b. inside the mass storage device connected via USB, the DATA folder is automatically saved and overwritten, according to the frequency chosen by the user. (The DATA folder contains both BACKUPDATI and BACKUPDISPOSITIVI archives);

The BACKUPDATI archive contains the production data, the history of the generated alarms and the data history of the single devices (inverters, meters, string controls and environmental sensors).

The data entered by the user in the system configuration (plant master data, inverter configuration, counters, string controls, etc.) are stored in the BACKUPDISPOSITIVI archive.

Procedure

1. The Customer requests the RM form from the Supplier;
2. The Customer sends the RM form completed in all its parts, indicating under the heading Defect Found: *Data recovery request*;
3. Once RM's authorization has been received, the Customer sends the device referred to in Art.1 on which to carry out the recovery and the backup files (BACKUPDISPOSITIVI.SQL.GZ and BACKUPDATI.SQL.GZ or alternatively the locally generated DATA Folder) by means of mass storage device (USB key) or magnetic support (CD or DVD). Please refer to Art.12 and Art.13 of the Assistance Contract for responsibilities regarding risks or data loss;
4. Once the data is restored, the device and media are returned to the Customer.

If the files sent are damaged or unreadable, Sinapsi is exempt from delays or inability to complete the data recovery.

Customer's right to the use of the devices. Data Confidentiality.

The Customer declares to be fully entitled to make use of the support or memory media sent to Sinapsi (ORIGINAL SUPPORT), as well as the data contained therein. The Customer expressly undertakes, by signing the RM form, to indemnify and hold harmless Sinapsi from any claim for damages that the same may incur in relation to any use of the ORIGINAL SUPPORT and the data contained therein

2) PLATINUM ordinary maintenance and assistance service - SIN.ASSFVPLA

This service charter is to be considered relative to ordinary assistance services for custom systems, developed according to specific customer requirements and therefore different from the standard products in Sinapsi's catalog.

The signing of a GOLD maintenance and ordinary assistance service contract with SIN.ASSFVPLA-PLATINUM service charter, cancels and replaces entirely the provisions of art.2 of the GOLD maintenance and assistance contract, with what is reported below. However, all other Articles provided for in the recalled assistance and maintenance contract remain valid.

The following obligations of Sinapsi are included in the PLATINUM Assistance and Maintenance Contract:

- a) make corrections to software errors available, even after the warranty period has expired;

To the Customer assisted with a regular maintenance contract, Sinapsi ensures a service of Operative Telephone Assistance and/or Online Assistance with working hours **Monday-Saturday from 8:00 a.m. to 6:30p.m.** Italian time (any days of suspension of service activities caused by closure of the offices of Sinapsi for national/local holidays or vacation periods, will be communicated in advance via email).

The Customer may take advantage of this service by calling the number: or by emailing

Sinapsi's service will provide assistance/support information (for the systems listed in Table A-Art.1) to a single email address that may be shared among the Customer's various employees. This email address will be an integral part of this Contract and inserted in the appropriate section of Art.1.

When, in the opinion of Sinapsi's staff, the problem submitted by the Customer cannot be solved through the Operative Telephone Assistance and/or Online Assistance, it will be possible, if mutually agreed, to carry out an Extraordinary Maintenance intervention (on-site intervention). See art.3 of the contract "GOLD Ordinary maintenance and assistance service". The Operative Telephone

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Assistance and/or Online Assistance, provided by the Supplier to the Customer subscribing to the Assistance and Maintenance contract, during the hours

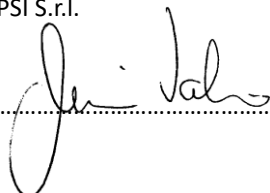
indicated in this Art.2 of the SERVICE CHARTER, does not give rise to any specific charge.

Read, approved and undersigned in BASTIA UMBRA (PG) on 14/04/2021

The Supplier

The Customer

SINAPSI S.r.l.


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The Parties acknowledge, pursuant to art.1341 of the Italian Civil Code, to have read and specifically approve the following articles of this Contract: art. 1 (Product Description, Type and Annual Fee, Definitions); art. 2 (Ordinary Maintenance and Assistance Service); art. 3 (Extraordinary Maintenance and Assistance Service); art. 4 (Contract Duration); art. 5 (Conditions of Intervention); art. 7 (Ordinary Maintenance Fee); art. 9 (Payment Method); art. 10 (Exclusions); art. 11 (Non-compliance and Suspension of Service); art. 12 (Risks of Loss or Damage); art.13 (Limitation of Liability); art. 14 (Force Majeure); art. 15 (Information on the Processing of Personal Data Regulation (EU) 2016/679; art. 16 (Jurisdiction); art. 17 (Uplift Option); art. 18 (Service Charter); ANNEX - SERVICE CHARTER.

The Supplier

The Customer

SINAPSI S.r.l.


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INFORMATION ON THE PROCESSING OF PERSONAL DATA PURSUANT TO ART. 13 OF REGULATION (EU) 2016/679 ("GDPR")

This information is provided by **SINAPSI S.r.l.**, with registered office in Via delle Querce 11/13, Bastia Umbra (PG), Tax Code and VAT No. 02727730547 (hereinafter, "**Data Controller**"), as entity responsible for the processing, informs you pursuant to art.13 EU Regulation No 2016/679 (hereinafter, "GDPR") that your data will be processed in accordance with the principles of correctness, lawfulness, transparency and protection of your privacy and your rights.

1. Categories of personal data processed - Purpose of processing

The Data Controller processes personal, identification data (e.g., name, surname, company name, address, telephone number, email address, bank and payment references), hereinafter, "personal data" or also "data", communicated by you during the conclusion of contracts for the purchase of products and services of the Data Controller.

2. Purpose of processing

The data provided are processed:

A) Without your express consent (art. 6 letter b), e) GDPR), for the following Assistance Purposes:

- enable the establishment of the contractual relationship with the Company
- conclude contracts for the sale of the Controller's products including the possibility of providing after-sales assistance and support;
- fulfill pre-contractual, contractual and fiscal obligations arising from relations with you;
- meet the obligations provided for by the law, by a regulation, by the community legislation or by an order of the Authority (such as, for example, anti-money laundering);
- exercise the rights of the Data Controller, such as the right of defense in court;
- process a contact request received by email or through the contact form on the site;
- select personnel upon receipt of CVs

B) Only after your specific and distinct consent (art. 7 GDPR), for the following Marketing Purposes:

- Information newsletters: sending via sms and/or email information and promotional communications, by SINAPSI S.r.l. in relation to its own initiatives and/or those of its subsidiaries and/or associates
- Special offers and promotions: sending via sms and/or email as well as newsletters information about special offers and promotions regarding our products and services;
- Invitations to events or training courses: sending via sms and/or email as well as newsletters information relating to invitations to events, workshops organized by Sinapsi or third parties and training courses on our products;
- Measurement of the degree of satisfaction on the quality of purchased products, by sending questionnaires and/or telephone contacts, aimed at improving communication and services, and sending business proposals by Sinapsi in line with the interests and tastes of the data subject.

3. Processing methods

The processing of your personal data is carried out through the operations indicated in Article 4 no. 2) GDPR and precisely: collection, recording, organization, storage, viewing, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and destruction of data.

The data collected will be processed manually, through digital transmission and electronically and/or by means of electronic or otherwise automated, computer and digital transmission tools, with logic strictly related to the purposes for which the personal data was collected and, in any case, to ensure the security of the same. For the processing of data, the Data Controller adopts security measures to avoid the risk of unauthorized access, destruction or loss, and any processing that is not allowed or not in accordance with the purposes of collection. The Data Controller will process personal data for the time necessary to fulfill the above purposes and in any case for no longer than 10 years from the termination of the relationship for Service Purposes and for no longer than 5 years from the collection of data for Marketing Purposes. After the above-mentioned retention periods, the Data will be destroyed, erased or made anonymous, compatibly with the technical procedures of erasure and backup.

4. Data recipients

The data may be processed by external parties acting as data controllers such as, for example, banks, authorities and supervisory and control bodies and in general subjects, public or private, entitled to request the data.

Your data may be processed for the purposes referred to in point 2.A) and 2.B) of this policy:

- by employees and collaborators of the Data Controller, in their quality of Authorized persons and/or system administrators;
- by external parties designated as Data Processors, who are given appropriate operating instructions. These subjects could essentially be:
 - companies dealing with marketing and promotion of commercial campaigns;
 - companies providing management and maintenance services for the information system;
 - professional firms managing tax and accounting activities and providing legal assistance;
 - consulting firms dealing with personnel management

5. Transfer of personal data to countries outside the European Union

The data will not be transferred abroad to non-European countries.

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6. Nature of data provision and consequences of refusal to data processing

The provision of data for the purposes referred to in paragraph 2.A) of this policy is mandatory. In its absence, we will not be able to provide you with the Services described in the same paragraph. The provision of data for the purposes referred to in paragraph 2.B) of this information is optional. You may therefore decide not to provide any data or to subsequently deny the possibility of processing data already provided: in this case, you will not be able to receive newsletters, commercial communications and advertising material related to the Services offered by the Data Controller. You will, however, continue to be entitled to the Services set forth in Section 2.A)

7. RIGHTS OF THE DATA SUBJECT

As a data subject, you enjoy the rights set forth in Articles 15 to 20 of the GDPR, namely to:

- access your personal data;
- obtain the rectification or cancellation of the same or the limitation of their processing;
- oppose the processing;
- be entitled to data portability;
- revoke the consent (the information to be given to the data subject about the right to revoke the consent cannot obviously concern the cases in which the processing is, for example, necessary to comply with a legal obligation of the Data Controller or for the performance of a task carried out in the public interest or in connection with the exercise of official authority vested in the Data Controller;
- lodge a complaint with the Data Protection authority (Garante Privacy).

8. How to exercise your rights

You can exercise your rights at any time by sending:

- a registered letter with return receipt to SINAPSI S.r.l Via delle Querce 11/13 - 06083 Bastia Umbra (PG) - Italy
- an email to the address info@sinapsitech.it

9. Minors

The Data Controller’s Services are not intended for use by children under the age of 18, and the Data Controller does not knowingly collect personal information from children. In the event that information about minors is inadvertently recorded, the Data Controller will delete it in a timely manner.

10. Data Controller, Data Processors, Appointed persons


The Data Controller is SINAPSI S.r.l with registered office and headquarters in Via delle Querce 11/13 - 06083 Bastia Umbra (PG) - Italy - Tel 075/8011604 - Email: info@sinapsitech.it
The updated list of external processors, authorized persons and system administrators is kept at the headquarters of the Data Controller.

By signing this form, I declare to have received and read the Privacy Policy. I, the undersigned, as data subject, with respect to the purposes referred to in section 2 b):

- Information Newsletters:
 I agree I do not agree
- Special offers and promotions:
 I agree I do not agree
- Invitations to events or training courses:
 I agree I do not agree
- Survey and measurement of the degree of satisfaction
 I agree I do not agree

Place _____ date _____

Signature _____

	
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