SPECIAL CONDITIONS OF SERVER SERVICE

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1. Premises and Object

1.1 These Special Conditions form an integral part of the Contract, together with the General Conditions and other documents indicated therein under Article 2, as applicable. In the event of any conflict with other provisions of the Contract, these Special Conditions shall prevail.

1.2 The object of this Contract is the Dedicated Server or Virtual Server service ("Service"). Any additional services beyond those specified in the offer may be provided only upon feasibility assessment, upon specific request from the Client, and subject to agreed conditions, terms, and fees.

2. Service Description - Service Level Agreement (SLA)

2.1 VirtSYS IT provides the Client with various Service solutions, each with different configurations and features, which are described and accessible online on the VirtSYS IT website.

2.2 The Client undertakes to fully review the different Service solutions and options and remains solely responsible for choosing the configuration(s) that correspond to their needs, without any claims against VirtSYS IT.

2.3 For the guarantee of service availability, please refer to the provisions stated in the General Conditions.

3. Service Activation, Duration, and Renewal

3.1 Upon activation of the Service according to the methods indicated in the General Conditions, VirtSYS IT provides the initial access credentials for the use of the Service. The Client acknowledges that these credentials are not intended for permanent use and undertakes to change them as soon as possible, in accordance with good security practices and confidentiality of authentication means. The Client remains solely responsible for the security, availability, and confidentiality of the credentials.

3.2 The Virtual Private Server ("VPS") Service remains active for the agreed duration upon activation. In case of non-payment of the invoice within the specified terms during renewal, the Service will be suspended, the virtual machine will be shut down, and the Client will be unable to access it. If the payment is not settled within the following 3 days, the Service will be considered non-renewed, and the virtual machine will be deleted.

3.3 The Dedicated Server Service remains active for the agreed duration upon activation. In case of non-payment of the invoice within the specified terms during renewal, the Service will be suspended, the server will be shut down, and the Client will be unable to access it. If the payment is not settled within the following 2 days, the Service will be considered non-renewed, and as a result, the server will no longer be available, and the disks will be formatted with permanent data overwrite.

3.4 With reference to points 3.2 and 3.3, the Client acknowledges and expressly accepts that VirtSYS IT cannot be held responsible for the unavailability and/or loss of data and information stored on the Servers covered by the Services. The Client remains solely responsible for such matters.

4. Obligations of the Parties and Limitations of Liability

4.4 VirtSYS IT does not perform any specific backup of the data, information, and content processed by the Client within the Infrastructure. In any case, VirtSYS IT does not provide any guarantee regarding the use of the Services concerning the protection and preservation of the aforementioned data, information, and content.

4.5 VirtSYS IT shall not be held liable under any circumstances for the use of the Infrastructure in relation to critical situations that may involve, for example, specific risks to personal safety, environmental damage, specific risks related to mass transportation services, the management of nuclear and chemical facilities, and medical devices. In such cases, VirtSYS IT is available to assess and negotiate with the Client a specific "mission-critical" agreement with the respective Service Level Agreements.

5. Log Register

5.1 The Client acknowledges and expressly accepts the existence of the Log Register (LOG - data related to telematic traffic), compiled and stored by VirtSYS IT in accordance with the law. The aforementioned register constitutes full and incontrovertible evidence of the actions and acts performed by the Client in relation to VirtSYS IT and/or third parties. It is of an absolutely confidential nature and can only be presented and/or provided upon request by the competent authorities. VirtSYS IT adopts all necessary technical and organizational measures to ensure the confidentiality of the connection logs.

5.2 The Client also acknowledges and accepts that VirtSYS IT reserves the right to retain the access logs (FTP logs) when the Client accesses the service management panel for a period of time equal to or longer than the duration of the contractual relationship.