



Service- and maintenance contract data interface OPEN

between

LTS Cooperative, Gerber alley 60, Bolzano - Bozen
as provider, hereinafter referred to as the *provider*

and

(Name and surname)

(Street, number, CAP and location)

(UID-Nr.)

as user, hereinafter referred to as the *user*

I. The provider's service

1. Supply of a functional and error-free data interface. In case of software errors within the contractual period, the provider will repair them. It is not a software error, if the user after the installation states, that the software does not correspond to his expectations.
2. The provider will update and maintain the installed data interface. This includes small changes, but not new modules. If the program is revised so much that it will be considered a new product, this will not be regarded as a change.
3. The provider will supply the resources, the interface and the relevant hardware, the server and necessary software licenses.

II. Contract terms

1. In case of neglected data backup measures from the user's site, the provider is not liable for any damage. The user acknowledges that the provider is not liable for the data's correctness or integrity.
2. In case the reported malfunction is reproducible, it will be seen as an error. If the provider is told about alleged mistakes, which are based on wrong data, operating errors of the user or third parties, or malfunction of the user's hardware, the provider has the right to charge all costs incurred to the user.
3. In case the user claims a support service, the provider will charge the user the relevant technician hourly rate according to the current pricelist.
4. The provider reserves the right to subcontract the services (fully or part of) set out in this contract to specialised companies. The user gives its unreserved consent to this.

III. Modalities for the data usage

1. The user is permitted to read the data in the set format from the provider's data interface.
2. The user must ensure that the data is not used for any other purposes than the allowed purpose. In particular the interface is strictly for end customers and not for data distributors.
3. If the user breaches this clause, the provider can stop the export possibility immediately and without warning.



IV. General terms and conditions

1. General

The following terms and conditions are an integral part of this contract. The contract parties declare that they accept these terms and conditions. All declarations in connection with the contract must be in writing, no verbal arrangements have any validity.

2. Contract

This contract is valid from the date of execution and will terminate on the 31.12. of the respective year. The contract will be renewed automatically for a year, unless the user gives notice in writing by registered letter with acknowledgement or by PEC-Mail at least three months prior to the calendar year's expiry.

The improper usage of data, in particular the transfer of data to third parties entitles the provider to terminate the contract without notice and to discontinue the services.

3. Services of contractual partners

The services of the provider are in programming and maintenance the data interface to read out the data as well as the supply of the hardware resources (server supply) and the necessary software licenses. The provider can make changes to the data interface without notice to the user and without the user's consent.

The user will be notified of all significant over usage (over usage of servers). With missing adaption by the user, the service will be stopped immediately without any notice.

4. Limitation of liability

The provider does not bear any liability for damages, which were caused by the usage of products named in this contract. Furthermore, the provider does not bear any liability for any disturbances caused by the server farm and the internet.

5. Mediation clause

In the case of any dispute under this contract, the parties agree to mediation in accordance with *Leg. Dekr. Nr. 28/2010, Art. 5, Abs. 5*, prior to issuing proceedings in the courts. The aggrieved party must engage the services of a recognised mediation service at Bolzano – Bozen.

The clause above does not apply in case of a claim purely for non-payment under this contract.

Place of jurisdiction is Bolzano – Bozen.

In case of interpretation differences between languages, the German version is valid.

Date

LTS cooperative

(Stamp and signature)

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(Stamp and signature)



In full compliance with article 13 of the decree of law no. 196/2003 we inform you that:
LTS handles your data for sending informational mails and newsletters. For this purpose your personal information and data will be stored on electronic systems. The user supplies his data by choice, data will not be passed to third party or divulged.

Date

.....
(Stamp and signature)

Contact of user

Reference person

Name: _____

Surname: _____

E-Mail: _____

Telephone: _____

Technical communication

E-Mail: _____

News:

E-Mail: _____

Please send the full filled contract to ticket@lts.it.