- SDA Express Courier S.p.A. (hereinafter "SDA") and the Client, will be collectively referred to as "Parties" in the following supplementary contract to the General Conditions of Transport (hereinafter the "Addendum");
- The Parties believe that the use of telematic technologies for the handling of their business relations is capable of improving the operative and business conditions of both of them;
- The Client, in particular, has requested one or more technological solutions (hereinafter the "Technological Solution(s)") provided by SDA;
- The term "Telematic Connection" will be employed to mean the telematic transfer, from system to system, for the telematic communication of commercial, administrative and technical data, subject to the technical means determined by both Parties;
- The term "System" will be employed to mean the informatic system expressly dedicated by each Party to achieve the telematic Connection;
- The term "Telematic Communication" will be employed to mean the data format agreed upon to be automatically computed by the Systems;
- The term "Web Services" will be employed to mean the computing platform created by SDA on its company website, as expressly dedicated to the Client who wishes to use the Web Services;

It is agreed what follows:

1st. The premises that precede and the documents that will be mentioned in what follows are an integral and substantial part of this Addendum;

2st. This Addendum supplements the SDA General Conditions of Transport signed by the Client (hereinafter, the "Contract");

3st. SDA offers to the Client, which accepts them, technological solutions aimed at making the service more dynamic and functional for both Parties.

4st. SDA , in particular, will provide to the Client the Technological Solution of his/her choice in the terms and time frames indicated in the technical specification of the solution itself (Solution's technical manual), subject to possible variations that will be promptly communicated, also in relation to any new minimum system requirements or the necessity of new or different hardware. The variations to the technical specifications must be thoroughly observed by the Client. In that case SDA might, at its discretion, limit the terms of use of the Technological Solutions. Should the Client, after a significant change in specifications, limitations or system requirements, wish not to employ said Service anymore, he/she will have to communicate his/her will to withdraw from the Addendum (and therefore from the Contract) by registered letter with proof of delivery with at least 15 days' notice. In any case, nothing will be owed to the Client for any possible limitations or variations to the features of the Technological Solutions made by SDA.

5st. In order to make proper use of the Technological Solutions, the Client will employ his own equipment (personal computer or else), and provide his own network connection. In order to make use of the Web Services, the Client is also required to identify him/herself and to legitimize him/herself according to what is provided by this Addendum and by the Technical manual, as well as by the operational instructions given to him/her by SDA. It is the right of SDA to inhibit the access to the service should the system repeatedly refuse access because of one or more erroneous entry of identification data.

6st. For the activities inherent to the aforementioned solution, the Parties will also employ telematic communications. Both having the features indicated in the technical manual.

7st. The telematic communications are considered to be known to the other party as they are received and registered by the recipient's system.

8st. The parties commit as to make sure that the respective systems register and compute the telematic communications in as little time as possible since their reception and, in any case within the time frame specified in the technical rules. In particular, the Customer is required to send all communication telematics complete data required to perform the services required and the receipt of information on the performance of such services. The customer agrees to send these telecommunication services before it is entrusted with the delivery, together with the same or alternatively as required by specific technical documents. SDA will not be held responsible if the failure to provide the service or failure information management services provided depends on the violation of the times indicated.

9st. The parties agree that the registration of the telematic communications stored inside the respective systems, in accordance with that is provided by the technical rules, constitute evidence of the facts therein contained. Unless proved otherwise.

10st. The technical rules of this Addendum, contained within the manual, report among other things:

a) The minimum system requirements;

b) The means and terms of the telematic Connection;

c) The requirements of the telematic communications, including the format and the control procedures;

d) The relative technical specifications.

The Client understands that the informatic solutions presented above can only take place with his/her active collaboration. To that end, the Client has to abide thoroughly to the technical specifications attached to this Addendum and to the variations to these, eventually, made by SDA. The noncompliance of even one of the technical rules, in fact, is capable of causing a strong detriment to SDA's shipping system.

Therefore any discordance from the rules is capable of exempting SDA from any liability, also in accordance with the Contract. This waiver will also take place if SDA has already been noticed and/or if it has already taken on the shipment.

The Client is liable for the missing or erroneous sending of data through Telematic Communications. Therefore for every omission or erroneous communication of the data SDA will be exempt and indemnified from any liability.

11st. SDA will update the data available on the webpage at least once a day, except for causes beyond their control. Therefore in those cases the Client has to contact SDA or a different Party through other means of communication, in case he/she wishes to have the data "in real time".

12st. The Client is aware that, despite all the care that the Parties could employ, the shipping might suffer delays, and nothing will be owed to the Client, in case of technical difficulties which are not of quick solution, such as, just as an example, server malfunctions or telephone network malfunctions, temporary system failures by SDA or by the Client. The Client, in particular, understands that SDA implemented the Technological Solutions to provide him/her with an added bonus service from the "standard" one, the use of computer systems and especially of the internet might create disservices not due to SDA. SDA itself has employed every reasonable measure of

protection for its contents and its systems and therefore it can be considered liable only in the case of direct damage and in the cases of intentional wrongdoing or gross negligence (to be proven by the Client),if not limited to actual damage; SDA is therefore not liable for any indirect damage, like the loss of income and/or profits and/or business opportunities and/or business deals and like the deterioration of corporate image and/or business reputation derived from the use or the nonuse of Technological Solutions and of the software which may have been provided to the Client. Understanding what is aforementioned, the Parties agree that SDA, and possibly its fellow consortium members, will never have to compensate for damages more than € 100,00 per accident, whereas SDA's liability could be proven by the Client. In particular, for the use of the services available through the web platform, SDA cannot be held responsible for the lack of use of the Technological Service by the Client due to a total or partial disruption of his/her web access by his/her internet provider, by the Client's breach of applicable laws or rules (including laws and rules concerning security, fire prevention or on the job injuries prevention) for government and/or public administration activities and/or decisions. SDA will do anything in its power to report any of the aforementioned events to its Client**.**

In any case, should it be essential to the Client to keep the shipping service uninterrupted, he/she will have to prevent any such interruptions by purchasing "standard service" SDA waybills in advance.

13st. For certain services the Client might print and use, only for the purposes of the execution of the Contract in object, the SDA logo and the SDA brand. The Client understands that the "SDA" logo and the brands owned by SDA constitute an exclusive industrial property of SDA and that every right derived from the use and/or registration belongs exclusively to SDA itself.

14st. The Client also understands that no clause or provision of this Addendum may be interpreted as if granting to him/her any right whatsoever on the SDA brand or that of its fellow consortium members and therefore the Client takes on the obligation to abstain to use the aforementioned distinctive marks and/or beyond the limitations allowed by this Addendum.

15st. To make use of some of the Technological Solutions the use of the dedicated SDA SOFTWARE is required. The software is downloaded from the website following the receipt of the email activation of the same. The use of the SDA SOFTWARE, entails the complete acceptance of the terms of this Addendum. The "SDA SOFTWARE" product license is given free of charge on the conditions and terms explained herein.

SDA gives to the Client the right, not exclusive and non-transferrable, to use a copy of the specific "SDA SOFTWARE" version and the documentation connected to it, exclusively for internal use, on any single computer, on condition that the "SDA SOFTWARE" is only installed once on each computer. Should the Client be authorized for multiple uses of the "SDA SOFTWARE", he/she may have as many copies of the "SDA SOFTWARE" in use at the same time as the number of authorizations he/she has received. The SOFTWARE is considered "in use" on a computer when it is loaded onto the random access memory (RAM) or installed onto the permanent memory (for example on Hard Disk, CD-ROM or any other storage device) of that computer.

16st. The "SDA SOFTWARE", the contents of the web services portals and all the technical documentation, are an exclusive property of SDA or of its suppliers and are protected by the copyright laws, by the provisions of international treaties and by all the other applicable national laws. The Client cannot sell the "SDA SOFTWARE", sub-license it, transfer it or make it in any way available to third parties, neither free of charge nor upon payment. All the brands, registered or otherwise, as well as any trademark or denomination of any kind, placed on the programs and on the relative documentation, are property of SDA – and may not be modified or deleted by the Client in any manner – and may not confer through the signing of this Addendum any right upon them to the Client.

The "SDA SOFTWARE" will only be delivered as an object code format. No article of this Addendum may be interpreted as to granting the Client any right to receive the source code of the "SDA SOFTWARE".

The Client is obligated, also to the extent of art. 1381 c.c., for him/herself and his/her employees or collaborators to take all the necessary precautions as to maintain the reservation of the programs and the relative documentation, and is also obligated to deny to third parties the use (even the occasional use), the right to make copies (even partial) and the consultation.

17st. The Client will be obligated to treat the "SDA SOFTWARE" and the contents of the web services portal as any other copyright protected material. The Client may a) make a single copy of the "SDA SOFTWARE", exclusively for archival purposes, or b) install the "SDA SOFTWARE" on a single hard disk drive if he/she chooses to keep the original exclusively for archival purposes. The Client cannot, in any case, reproduce the manual or any of the written material which accompanies the "SDA SOFTWARE". The "SDA SOFTWARE" and the program may not be executed if the Client has not explicitly agreed to all the conditions of this Addendum.

The Client may not use the "SDA SOFTWARE" on another computer, loan it for use, rent it, lease it or transfer it to another user, if not as part of a transfer or for another use expressly allowed by this Addendum. The final Client is obligated not to duplicate, modify or translate the programs, even partially, with the only exception of a single copy of the program that the Client may make exclusively for archival or backup purposes, if said copy has not been given to the Client for those purposes.

18st. SDA does not guarantee that the "SDA SOFTWARE" and the web Services portals meet the requirements of the Client or that their fruition will happen without interruptions or errors or that all the possible combinations of use will not damage the Client's system or his/her data. SDA does not guarantee any results of the program's customer support, and does not guarantee the all the errors or the bugs of the programs have been corrected.

SDA does not provide any guarantee for the technological solutions, either expressly or implicitly, including, among others, the marketable collaterals and the warranty of fitness for a specific end in relation to the "SDA SOFTWARE", to the web Services portals, to the included written materials and to any included hardware. In all cases SDA or its suppliers will not be held responsible for any damages (including, with no limitations, the damages for loss or loss of profits, damage of orders-related data, Client related data and everything pertaining to the payment systems, interruption of activities, loss of information or other economic losses) resulting from the use of the product of the technological solutions even if SDA has been previously warned of the possibility of such damages.

The Client may transfer the "SDA SOFTWARE", after written consent by SDA, ultimately surrendering any rights that were given to him/her by this Addendum and by the Contract, on condition that he/she also transfers all the copies of the "SDA SOFTWARE", all the written materials and that the cessionary expressly accepts all the conditions of this Addendum and of the Contract. All the transfers must include the most updated version and all the previous ones. The Client may not convert, decode, decompile or disassemble the "SDA SOFTWARE" except for the cases envisaged by the law, for which the Client has to previously inform SDA in writing.

19st. The license to use the "SDA SOFTWARE" will expire when the Contract and/or the Addendum expire, for any reason.

20st. The Parties might withdraw in advance from the obligations taken on with this Addendum by sending a written notice at least 30 days in advance. In this case, the Client is obligated to return the SDA Software CD and/or to delete such software from his/her computer. She/he will also abstain to access the Web Services portals with her/his passwords.

21st. SDA according to the provisions of law 1456 cc. will have the option of rescinding the Contract and this Addendum, at any moment, with written notice to be sent to the Client by registered letter with proof of delivery in which SDA declares its wish to make use of this article in one of the following instances:

a) due to the Client's violation of one of the following clauses of this Addendum: 14,15,16,17,24,26;

b) The Client has used the SDA SOFTWARE or the Web Services portal for different means than those envisaged by this Addendum;

c) The Client has allowed any third party to use the SDA SOFTWARE or the www.sda.it web site without SDA's written consent.

22st. The Client, while using the web Services portals will have to carefully look after his access passwords (user ID and password). The Client will be held accountable for each and every improper use of the service by third parties. Furthermore he/she will be held responsible of the passwords created by the Client him/herself for the user profiles he/she uses. In any case, of improper use, or of loss or theft of the passwords the Client will have to promptly alert SDA or any different Party involved, through telephone providing the **security code** that was sent to him/her and subsequently confirm the event through registered mail with proof of delivery anticipated through fax. In these cases, SDA will suspend the service as soon as possible and will reinstate it, providing new passwords to the Client, within a reasonable time frame. For these procedures SDA will charge the costs sustained to the Client.

23st. The Technological Solutions might be suspended by SDA:

1) Without notice:

a) In case of failure to pay any amount owed by the Client for services of the Contract or of the Addendum regardless of possible exceptions and/or claims that will have to be resolved separately;

b) In case of extraordinary and/or unpredictable and/or scheduled maintenance/updates of the www.sda.it website or of the software;

c) In case of any danger to the system security of SDA, or third party personal data.

2) With prior notice in case of scheduled maintenance/updates of the web Services portals or of the software;

3) In any case, should the Client fail to install the updates sent by SDA, or if it doesn't abide by the technical rules (or by their variations), by the directives and the solutions provided from time to time by SDA and relative to the fruition of the technological Solutions.

24st. The Client will have no right to modify (not even if necessary to correct any mistakes), adapt or convert the software and/or the portals for the web Services or to create any derivative products from it/them, unless said actions are aimed at configuring the technological Solutions through the menus, the options and the instruments contained within the platforms themselves.

25st. The technical support for the technological Solutions must be exclusively requested to SDA by calling the phone number indicated or anyway communicated by SDA. In each and every case of technical support which is unauthorized by SDA, made by third parties or by the Client him/herself for the resolution of possible problems, SDA will not be held responsible of any disservices caused by the Technological Solutions. It is still possible any action, should the unauthorized support constitute a breach of Contract, outside of Contract and/or an offense for the standing regulations.

26st. The Client might not communicate to any third party any information about the Technological Solution, including the ideas and principles upon which every one of its elements is based, the information gathered through the interoperability research and those derived by tests made on the system itself.

27st. All the services not expressly included in this Addendum are explicitly excluded from it; also those included in the technical manual are excluded. In particular, as an example, are excluded:

1. The installation support, the consulting service or the training of the Client's personnel, which may all become object of specific, separate deals at current prices;
2. Support on software products or third party applications used in conjunction with the Technological Solutions;
3. The support service calls, should the Client give insufficient information, as reasonably requested, to allow SDA or the differently identified Party to identify, reproduce and analyze the problem.

28st. In any case, the disruption, however should it take place, of this Addendum will also disrupt the Contract.

29st. The subscription with explicit agreement and acceptance by the Parties, will turn this supplemental document into a contract by all provisions of law, keeping still valid all the provisions of the Contract already approved.