DRIN PRO

Unified Cloud Communication

General Conditions of Contract

DRIN PRO Service — Cloud PBX in SaaS mode

Skillworks S.r.l.

Registered office: Via Vittorio Emanuele II, 28 — 25030 Roncadelle (BS), Italy

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REA BS-525893

Share Capital € 200,000.00 fully paid-up

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Edition 2026/02 — This document is the English translation of the Italian original. In case of any discrepancy, the Italian version shall prevail.

Contractual Synopsis	
Object	Provision for use of the DRIN PRO cloud telephone PBX (Cloud PBX) in SaaS mode.
Configuration	Depending on the configuration chosen in the commercial offer: 5 users and 5 concurrent calls (SMALL/S), 10 users and 10 calls (MEDIUM/M), 15 users and 15 calls (LARGE/L), 20 users and 20 calls (EXTRALARGE/XL), or otherwise specified in the commercial offer. Each individual Cloud PBX instance is hosted in the DRIN P-Series Cloud PBX Server Cluster.
Duration	12 (twelve) months from the activation date, tacitly renewable for an equal period.
SLA	Guaranteed service level as per Art. 13, limited to the cloud services provided by the PROVIDER.
Applicable law	Italian law.
Competent court	Court of Brescia, on an exclusive basis.

Art. 1 DEFINITIONS

1.1 **"CUSTOMER"**: the natural or legal person entering into the Contract with the PROVIDER for the use of the DRIN PRO Service.

1.2 **"PROVIDER"** or **"SKILLWORKS"**: Skillworks S.r.l., with registered office in Roncadelle (BS), Via Vittorio Emanuele II, 28 — VAT IT 02337301200.

1.3 **"SERVICE"**: the DRIN PRO cloud telephone PBX, provided in SaaS mode, as described in Art. 4.

1.4 **"CLOUD PBX"**: the dedicated cloud PBX instance assigned to the CUSTOMER, hosted in the DRIN P-Series Cloud PBX Server Cluster.

1.5 **"COMMERCIAL PROPOSAL"**: the commercial document signed by the Parties specifying the size, the number of users/extensions, concurrent calls, the consideration and any optional services.

1.6 **"SLA"**: the guaranteed service levels referred to in Art. 13.

1.7 **"PARTIES"**: the PROVIDER and the CUSTOMER collectively.

Art. 2 CONTRACTUAL DOCUMENTATION

2.1 The Contract is governed by these General Conditions, the Commercial Proposal, the Service Order and the SLAs referred to in Art. 13.

2.2 The Commercial Proposal contains the details of size, users, concurrent calls, fees and optional services subscribed by the CUSTOMER.

2.3 In the event of a conflict between the documents, the following order of precedence shall apply: (i) the signed Commercial Proposal; (ii) these General Conditions; (iii) the SLAs; (iv) the commercial technical documentation.

2.4 The Parties declare that they have examined and fully understood the documentation referred to in this Article.

Art. 3 OBJECT OF THE CONTRACT

3.1 The PROVIDER makes available to the CUSTOMER, in SaaS mode and for exclusive use within its own organisation, the DRIN PRO Service — Cloud PBX — according to the technical and functional modalities described in Art. 4.

3.2 The Service is provided in the configuration corresponding to the size chosen by the CUSTOMER among those made available by Skillworks (Small, Medium, Large, XL, Enterprise, Ultimate), with the number of users/extensions and concurrent calls specified in the Commercial Proposal. Each individual Cloud PBX instance is hosted in the DRIN P-Series Cloud PBX Server Cluster. It is understood that, should such configuration vary, these General Conditions remain fully unchanged and continue to govern the relationship between the Parties.

3.3 The Service does not include the supply of hardware equipment, VoIP numbers, telephone traffic, internet connectivity or third-party services not expressly indicated in the Commercial Proposal.

Art. 4 CHARACTERISTICS AND FUNCTIONALITIES OF THE SERVICE

4.1 The Service is a cloud telephone PBX based on the DRIN P-Series Cloud PBX platform and includes, unless otherwise indicated in the Commercial Proposal, the Unified Communication & Collaboration features, call management, queues, IVR, call recording, voicemail, conferencing and mobile integration.

4.2 The Service is accessible via web, through desktop/mobile clients and via VoIP terminals compatible with the SIP protocol.

4.3 Each instance includes 500 minutes of call recording, which are overwritten chronologically upon reaching 95% of retention capacity utilization. If an extension option is subscribed, retention can be increased up to 10,000 minutes under reserved commercial conditions.

4.4 The infrastructure is hosted in third-party datacenters certified according to Tier III / ISO 27001 standards. The PROVIDER reserves the right to change datacenters or infrastructure suppliers, notifying the CUSTOMER, without this entailing additional costs.

4.5 The PROVIDER reserves the right to update and modify the Service functionalities for security, maintenance or technological evolution needs, while ensuring the maintenance of the essential functionalities covered by the Contract.

Art. 5 CONSIDERATION AND INVOICING

5.1 The CUSTOMER shall pay the PROVIDER the consideration indicated in the Commercial Proposal, including any activation fees, periodic fees and usage charges.

5.2 Periodic fees are invoiced monthly (or with another periodicity indicated in the Commercial Proposal) and are paid in advance.

5.3 Usage charges (traffic, any optional services) are invoiced on a monthly basis, after the reference period.

5.4 Payments are made by bank transfer or direct debit (SEPA SDD) within 30 days from the invoice issuance date. In case of delay, default interest shall apply pursuant to Italian Legislative Decree 192/2012.

5.5 The PROVIDER reserves the right to annually update the consideration based on the FOI/ISTAT index, notifying the CUSTOMER at least 60 days in advance.

5.6 Any complaints regarding the issued invoices must be submitted in writing by the CUSTOMER within 10 (ten) working days from the invoice receipt date; after this term, the invoice shall be deemed tacitly accepted in every part.

Art. 6 CONCLUSION OF THE CONTRACT

6.1 The Contract is perfected upon the CUSTOMER's signing of the Commercial Proposal and the PROVIDER's written acceptance.

6.2 The PROVIDER's acceptance is subject to the usual technical and commercial verifications, as well as to the receipt of the necessary documentation and the CUSTOMER's identifying data.

6.3 From the date of perfection, the terms for the Service activation referred to in Art. 9 begin to run.

Art. 7 SERVICE ACCEPTANCE TEST

7.1 The CUSTOMER may submit the Service to an acceptance test period of 10 (ten) working days from the activation date, during which it must verify the conformity of the Service to the characteristics described in the contractual documentation.

7.2 After this period without written and motivated objections from the CUSTOMER, the Service shall be deemed tacitly tested and accepted in every part.

7.3 Any non-conformities must be reported in writing within the term referred to in point 7.1; the PROVIDER undertakes to remove them in the shortest technically possible time.

Art. 8 DURATION, RENEWAL AND WITHDRAWAL

8.1 The Contract has a duration of 12 (twelve) months from the Service activation date.

8.2 Upon expiry, the Contract is tacitly renewed for an equal period, unless terminated by either Party by registered letter (A/R) or PEC, sent with a notice of no less than 60 (sixty) days before the expiry date.

8.3 Either Party also has the right to withdraw from the Contract, without the need for justification, with a notice of no less than 90 (ninety) days, communicated by registered letter (A/R) or PEC.

8.4 Withdrawal does not release the CUSTOMER from the payment of fees and usage charges accrued up to the actual Service cessation date.

Art. 9 ACTIVATION AND ACTIVATION COSTS

9.1 The PROVIDER undertakes to activate the Service within no more than 3 (three) working days from the Contract perfection date and from the receipt of all technical elements and information necessary from the CUSTOMER.

9.2 Any activation costs, where provided, are indicated in the Commercial Proposal and are invoiced on a one-off basis upon activation.

9.3 Activation includes the initial configuration of the cloud PBX according to the basic parameters. Any custom configurations, data migrations or third-party integrations are subject to a separate quote.

9.4 Activation timelines are suspended in case of force majeure, delay attributable to the CUSTOMER, or incomplete supply of the necessary data.

Art. 10 VARIATION OF CONFIGURATION

10.1 The CUSTOMER may at any time request a variation of the Service size (upgrade or downgrade) among the configurations made available by Skillworks.

10.2 The variation is performed by the PROVIDER within 5 (five) working days from the request and takes effect from the next billing cycle.

10.3 Any additional optional services are governed by a separate quote and are deemed accepted upon signing of the relevant order.

10.4 In case of downgrade, the PROVIDER is not responsible for the technical limitations resulting from the reduced capacity of the new configuration.

Art. 11 CUSTOMER'S OBLIGATIONS

11.1 The CUSTOMER undertakes to have a suitable internet connection, with a guaranteed minimum bandwidth of 90 kbps for each simultaneous active VoIP channel.

11.2 The CUSTOMER undertakes to ensure a network latency (RTT) not exceeding 55 ms and a jitter not exceeding 30 ms towards the Service access points.

11.3 The CUSTOMER is responsible for the choice, purchase and correct configuration of VoIP devices, which must be compatible with the SIP 2.0 standard.

11.4 The PROVIDER does not supply VoIP number contracts or telephone traffic services; such services are the exclusive responsibility of the CUSTOMER or of third-party operators selected by the CUSTOMER.

11.5 The CUSTOMER undertakes to diligently keep the credentials for accessing the Service and to promptly notify the PROVIDER of any loss or compromise.

11.6 The CUSTOMER undertakes to promptly notify the PROVIDER of any events that may affect the Service provision, including organisational changes, connectivity variations or IT security incidents.

11.7 The CUSTOMER shall indemnify and hold harmless the PROVIDER from any controversy, claim, action or demand by third parties arising from improper use of the Cloud PBX. The PROVIDER does not supply VoIP number contracts or telephone traffic services; therefore, any use of the Service for unauthorised traffic resale, sending unsolicited communications, or other unlawful or fraudulent activities is the sole responsibility of the CUSTOMER, who bears the related costs and charges.

Art. 12 SKILLWORKS S.R.L.'S OBLIGATIONS

12.1 The PROVIDER undertakes to provide the Service continuously, professionally and in compliance with the technical and security requirements of the law.

12.2 The PROVIDER commits to resolving technical issues limited to the cloud services offered and to a resolution compatible with the security and technology measures and policies under its competence. The PROVIDER does not rent telephone equipment: the sole object of this contract is the provision of the cloud telephone PBX in use. Any IT equipment (VoIP phones, VoIP gateways, access control devices and video intercoms) is excluded from this contract and does not constitute an object of supply by the PROVIDER.

12.3 The PROVIDER guarantees a Service availability level (uptime) equal to 99.99% on a monthly basis, calculated as per the SLA referred to in Art. 13.

12.4 The PROVIDER guarantees the daily backup of the Service configurations and audio recordings, with a minimum retention of 14 (fourteen) days, unless otherwise indicated in the Commercial Proposal.

12.5 The PROVIDER guarantees a technical support service in the hours and modalities indicated in the Commercial Proposal, with dedicated contact channels (ticketing, email, phone).

12.6 The PROVIDER undertakes to proactively monitor the infrastructure in order to prevent service disruptions and to intervene promptly in case of anomalies.

Art. 13 SLA AND SERVICE LEVELS

13.1 The PROVIDER guarantees a Service uptime equal to 99.99% on a monthly basis. The calculation excludes scheduled maintenance periods communicated at least 48 hours in advance.

13.2 The PROVIDER is committed to maintaining a high service status, reducing intervention times in case of system malfunctions. It is specified that any service disruptions may be attributable to malfunctions directly attributable to the PROVIDER, to which the guaranteed SLAs apply, or to disruptions attributable to providers or sub-providers of infrastructure, connectivity or third-party services, for which it is not possible to guarantee the same SLA levels, as they are outside the PROVIDER's direct control.

13.3 Scheduled maintenance interventions are communicated to the CUSTOMER at least 48 hours in advance and, where possible, are carried out during low-traffic time slots.

13.4 The Service status can be consulted by the CUSTOMER through the dedicated dashboard (Status Page) available at the address indicated in the technical documentation.

Art. 14 CORRECT USE OF THE SERVICE AND SECURITY

14.1 The CUSTOMER undertakes to use the Service in accordance with the applicable law, these General Conditions and the instructions provided by the PROVIDER.

14.2 The CUSTOMER is responsible for the correct management of access credentials and for safeguarding their confidentiality.

14.3 The CUSTOMER is liable for the use of the Service by its authorised users and shall compensate the PROVIDER for any damage arising from unlawful or fraudulent use of the Service, including the sending of unsolicited communications or the unauthorised resale of traffic.

14.4 The CUSTOMER undertakes not to compromise the integrity of the Service and not to use tools or procedures aimed at altering its regular functioning.

14.5 The PROVIDER adopts adequate technical and organisational measures to ensure the security of the data processed within the Service, in compliance with EU Regulation 2016/679 (GDPR).

Art. 15 EXPRESS RESOLUTORY CLAUSE

15.1 The PROVIDER has the right to terminate the Contract, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, by written communication to the CUSTOMER, in case of:

15.1.a non-payment of two consecutive invoices or of an overall amount equal to the quarterly fee;

15.1.b violation of the obligations referred to in Art. 11, in particular the improper use of the Service for unlawful or fraudulent purposes;

15.1.c failure to comply with the obligation referred to in Art. 12.3 regarding uptime and guaranteed service levels;

15.1.d violation of the confidentiality obligations referred to in Art. 18 and of the personal data processing rules referred to in Art. 19.

15.2 In case of termination under this Article, the PROVIDER shall deactivate the Service within 5 (five) working days from the communication, without prejudice to the claim for further damages.

Art. 16 EXCEPTION OF NON-FULFILLMENT AND SUSPENSION

16.1 The PROVIDER may suspend the Service, pursuant to Art. 1460 of the Italian Civil Code, in case of non-payment of one or more overdue invoices by the CUSTOMER, after formal notice by written demand with a minimum term of 15 (fifteen) days.

16.2 Suspension does not entail termination of the Contract and does not release the CUSTOMER from the obligation to pay the periodic fees for the suspension period.

16.3 The Service reactivation, upon the CUSTOMER's request and upon payment of the amounts due, takes effect within 2 (two) working days from the receipt of proof of payment.

16.4 Suspension does not constitute a breach by the PROVIDER and does not entitle the CUSTOMER to claim compensation or indemnification.

Art. 17 CUSTOMER DATA AND CESSATION OF THE SERVICE

17.1 The CUSTOMER retains ownership of its own data and that of its users processed within the Service. The PROVIDER acts as an independent data controller for management and billing data, and as a data processor for the data managed on behalf of the CUSTOMER.

17.2 In case of Service cessation, for any reason, the PROVIDER shall securely delete the CUSTOMER's data within 30 (thirty) days from the cessation date, unless otherwise required by law. The CUSTOMER may, prior to cessation, request the export of its data in the standard formats made available by the PROVIDER.

17.3 The PROVIDER retains call logs (CDR) for a minimum period of 6 (six) months from the recording date, solely for the purpose of allowing billing, appeals and disputes; after this period, the logs are deleted unless a different regulatory obligation or authority request applies.

17.4 The CUSTOMER is responsible for exporting any data it intends to retain beyond the aforementioned terms.

Art. 18 CONFIDENTIALITY

18.1 Each Party undertakes to keep confidential the technical, commercial and organisational information acquired within the contractual relationship, including the data of which it becomes aware in connection with the Service provision.

18.2 The confidentiality obligation remains in force even after the Contract termination for a period of 3 (three) years.

18.3 Confidential information may not be disclosed to third parties without the written consent of the other Party, except as required by law or by authority orders.

Art. 19 PROCESSING OF PERSONAL DATA

19.1 The processing of personal data is governed by EU Regulation 2016/679 (GDPR) and by the Italian Privacy Code (Legislative Decree 196/2003 and subsequent amendments).

19.2 The PROVIDER is the data controller of the data collected for administrative, accounting and billing purposes. The CUSTOMER is the data controller of the personal data processed through the Service (user data, contacts, recordings).

19.3 The PROVIDER, as data processor for the data managed on behalf of the CUSTOMER, undertakes to process them exclusively for the technical purposes connected to the Service provision, according to the instructions received.

19.4 Data subjects may exercise the rights referred to in Articles 15-22 GDPR by contacting the PROVIDER or the CUSTOMER according to their respective controllership.

19.5 Further information is available in the Privacy Notice published on the website www.drin.it and in any DPA signed between the Parties.

Art. 20 EXCLUSIVITY AND CONTRACT AMENDMENTS

20.1 The Contract does not grant either Party any exclusivity rights, unless otherwise agreed in writing.

20.2 These General Conditions may be amended by the PROVIDER; amendments are deemed accepted by the CUSTOMER if no written objection is received within 30 (thirty) days from the communication. Amendments entailing an increase in fees or a reduction of service levels are effective only upon the CUSTOMER's written acceptance.

20.3 Any agreements, pacts or integrations to the Contract are valid only if made in writing.

Art. 21 FORCE MAJEURE

21.1 Neither Party shall be liable for the non-fulfillment of its obligations when this is determined by force majeure causes, such as, by way of example and not exhaustively: exceptional weather events, fires, floods, earthquakes, epidemics, authority measures, acts of war or terrorism, disruptions of third-party telecommunication networks or datacenters not attributable to the PROVIDER.

21.2 The interested Party must promptly communicate the force majeure event and provide all useful elements to assess its scope. The Party is also required to act to limit its effects.

21.3 Should the force majeure event persist for more than 60 (sixty) days, either Party is entitled to withdraw from the Contract without further formalities.

Art. 22 GENERAL PROVISIONS

22.1 Should one or more clauses of the Contract be declared null or invalid, the remaining clauses retain their effectiveness; the Parties undertake to replace the null clauses with others having economically equivalent content.

22.2 The delayed or non-performance by either Party of any of its obligations does not constitute a breach or a waiver of its rights, when determined by a cause not attributable to it.

22.3 The CUSTOMER may not assign the Contract, in whole or in part, to third parties without the PROVIDER's prior written consent.

22.4 The PROVIDER may rely on its sub-suppliers and technology partners for the Service provision, remaining in any case liable towards the CUSTOMER for the fulfillment of the contractual obligations.

Art. 23 APPLICABLE LAW

23.1 The Contract is governed by and construed in accordance with Italian law, with the exclusion of conflict-of-law rules and international conventions, including the United Nations Convention on Contracts for the International Sale of Goods.

Art. 24 COMMUNICATIONS

24.1 All communications between the Parties relating to the Contract must be made in writing and sent to the following contact details:

24.2 **PROVIDER**: Skillworks S.r.l. — Via Vittorio Emanuele II, 28 — 25030 Roncadelle (BS), Italy. PEC: skillworks@pec.it — Email: info@drin.cloud — Tel. +39 030 8373176.

24.3 **CUSTOMER**: at the contact details indicated in the Commercial Proposal or as varied by written communication.

24.4 Communications made via PEC or registered letter (A/R) shall have equivalent value under the law.

Art. 25 INTELLECTUAL PROPERTY AND SOFTWARE LICENSES

25.1 The PROVIDER retains ownership of all intellectual property rights relating to the Service, the DRIN P-Series Cloud PBX platform, trademarks, logos and technical documentation.

25.2 The CUSTOMER is granted, for the duration of the Contract, a non-exclusive, non-transferable and revocable right of use of the Service, limited to the functionalities covered by the Commercial Proposal.

25.3 The CUSTOMER is not authorised to copy, modify, redistribute or reverse-engineer the Service or any of its parts, unless otherwise agreed in writing.

25.4 The "DRIN PRO" trademark and related logos are owned by the PROVIDER; the CUSTOMER may not use them without the PROVIDER's prior written consent.

Art. 26 CHARGES AND ACCESSORIES

26.1 Taxes, duties and ancillary charges possibly applicable to the Service are borne by the CUSTOMER, unless otherwise indicated in the Commercial Proposal.

26.2 Stamp duties, registration charges and any social security contributions are borne by the CUSTOMER where required by applicable regulations.

Art. 27 COMPETENT COURT

27.1 For any dispute arising from this Contract, or in any case connected to the contractual relationship between the Parties, the Court of Brescia shall have exclusive jurisdiction.

Art. 28 ATTEMPT AT CONCILIATION

28.1 Before initiating legal proceedings, the Parties undertake to attempt an amicable settlement of any disputes, through meetings or written communications to be held within 60 (sixty) days from the first request.

28.2 The attempt at conciliation is a condition of admissibility of legal actions; the negative outcome of the attempt must result from a written communication by either Party.

Art. 29 FINAL PROVISIONS

29.1 These General Conditions constitute the entire regulation of the relationship between the Parties with regard to the DRIN PRO Service — Cloud PBX and prevail over any general or specific condition of the CUSTOMER in conflict with them.

29.2 Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the CUSTOMER declares that it has examined and specifically approves the following clauses: Art. 5 (points 5.5 and 5.6); Art. 8 (duration, renewal and withdrawal); Art. 10 (variation of configuration); Art. 11 (customer's obligations and indemnity clause); Art. 12.3 (uptime); Art. 13 (SLA and service levels); Art. 14.3 (liability for unlawful use); Art. 15 (express resolutory clause); Art. 16 (exception of non-fulfillment and suspension); Art. 17.2 (data deletion at cessation); Art. 21 (force majeure); Art. 25 (intellectual property); Art. 27 (competent court); Art. 28 (attempt at conciliation).

29.3 For matters not expressly provided for, the provisions of the Italian Civil Code and the relevant legal provisions shall apply.

Specific approval ex Articles 1341 and 1342 of the Italian Civil Code

The CUSTOMER, by signing this Contract, declares to have examined and understood its content and to specifically approve, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the clauses referred to in Art. 29.2.

For Skillworks S.r.l. (PROVIDER)	For the CUSTOMER
Place and date:	Place and date:
______________________	______________________
Signature:	Signature:
______________________	______________________

Signature

For Skillworks S.r.l. (PROVIDER)	For the CUSTOMER
Place and date:	Place and date:
______________________	______________________
Signature:	Signature:
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