S.T.A.R.

Software service terms for businesses (B2B)

General terms for a subscription software service offered to businesses and professionals.

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Governing law	Italian
Language	English (courtesy translation)

Choices in this template	
Service levels	yes
Data processed for the customer	no
Automatic renewal	yes

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

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Article 1 — Parties, scope and acceptance

1.1 These terms govern the service [description] (the "Service") provided by [Party A: name, registered office, tax code/VAT number] (the "Provider") to [Party B: name, registered office, tax code/VAT number] (the "Customer").

1.2 The Service is for businesses and professionals only: the Customer declares that it acts in the course of its business, not as a consumer under the Consumer Code (Legislative Decree 206/2005).

1.3 These are standard terms drawn up by the Provider: the clauses listed in the specific approval apply only if approved in writing (Articles 1341 and 1342 of the Civil Code).

Article 2 — Service and account

2.1 The Provider makes the Service available over the Internet as described in the published documentation; the Customer is responsible for its users' credentials.

2.2 The Customer does not use the Service for unlawful purposes, does not circumvent its security measures and does not resell it without written agreement.

Article 3 — Service levels

3.1 The Provider commits to 99.5 % monthly availability, excluding scheduled maintenance announced at least 48 hours in advance.

3.2 If availability is lower, the Customer is entitled to a credit of 5 % of the monthly fee for each 0.5 percentage points missing, up to 50 %; the credit is the only remedy for lower availability, except for wilful misconduct or gross negligence.

Article 4 — Fees

4.1 The fee is EUR [amount] per period plus VAT, invoiced in advance and payable within 30 days.

4.2 Late payment bears interest under Legislative Decree 231/2002; after 30 days' delay and a written reminder the Provider may suspend the Service.

Article 5 — Customer data

5.1 Data uploaded remains the Customer's; the Provider uses it only to provide the Service.

5.2 The Service is not intended for processing personal data on the Customer's behalf; if the Customer intends to do so, the parties first conclude an agreement under Article 28 GDPR.

5.3 On termination the Customer may export its data for 30 days; the Provider then deletes it, unless the law requires otherwise.

Article 6 — Intellectual property

6.1 The Service and its software remain the Provider's or its licensors' (Law 633/1941); the Customer receives only a non-exclusive right of use for the term of the agreement.

Article 7 — Warranties and liability

7.1 The Service is provided with professional diligence; the Provider does not warrant that it is free of interruptions or errors beyond the stated service levels.

7.2 Except for wilful misconduct or gross negligence (Article 1229 of the Civil Code), the Provider's total liability is limited to the fees paid in the 12 months before the event and excludes loss of profit and data loss not caused by the Provider.

Article 8 — Term, renewal and withdrawal

8.1 The agreement lasts 12 months and renews automatically for equal periods unless either party gives written notice at least 30 days before expiry.

8.2 The Provider may amend these terms on 60 days' notice; a Customer who does not accept may withdraw without penalty before the change takes effect.

Article 9 — Governing law and jurisdiction

9.1 This agreement is governed by Italian law.

9.2 The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

Article 10 — Final provisions

10.1 This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

10.2 Any amendment must be in writing, failing which it is void.

10.3 If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 3.2 (Service levels); 4.2 (Fees); 7.2 (Warranties and liability); 8.1 (Term, renewal and withdrawal); 8.2 (Term, renewal and withdrawal); 9.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

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For [Party B: name, registered office, tax code/VAT number]

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Annex — Legal acts cited

Act	Official title (as verified)	Verified
Regulation (EU) 2016/679 (GDPR)	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)	2026-10-21
Italian Civil Code (Royal Decree 262/1942)	REGIO DECRETO 16 marzo 1942, n. 262	2026-10-21
Consumer Code (Legislative Decree 206/2005)	DECRETO LEGISLATIVO 6 settembre 2005, n. 206	2026-10-21
Legislative Decree 231/2002 (late payments)	DECRETO LEGISLATIVO 9 ottobre 2002, n. 231	2026-10-21
Copyright Law 633/1941	LEGGE 22 aprile 1941, n. 633	2026-10-21

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