

GENERAL TERMS AND CONDITIONS OF USE OF PRODUCTS AND SERVICES PROVIDED BY THE COMPANY

Premise

These General Terms and Conditions (hereinafter, “**Terms**”) govern the license and use of the services and/or software products and/or consulting and/or assistance services and/or the results of the aforementioned services, in any form and format, in whole and/or in part (hereinafter, individually or collectively, “**Product(s)**”) provided by Sysman Progetti & Servizi S.r.l., with registered office in Rome, Via Benedetto Croce 62 A/1, 00142 (hereinafter, the “**Company**” or “**Sysman**”). These Terms also apply to the circumstance in which the aforementioned Products, in whole and/or in part, are distributed by a subsidiary or equity of Sysman or an authorized distributor of Sysman. The user, natural or legal person, whether individual or collective, who accesses and/or uses the Company’s Products, in whole and/or in part (hereinafter, the “**Client**”), agrees to be bound by these Terms.

1. Contract documents and special clauses

These Terms apply to the use and/or exploitation of the Products agreed through individual orders with the Client, and extend to all updates, adaptations, improvements, developments, related documentation, partial or complete derivative works of the Products made by the Company. If special contractual conditions are included in the Order that are inconsistent with these Terms, the special contractual conditions will prevail. **Order(s)** means an offer, PO, order or any other similar document, which establishes, for example only, the Products granted for use and/or licensed to the Client, their price, and billing conditions.

2. Intellectual property rights

All industrial and intellectual property rights and rights of economic exploitation on the Products, including without limitation those made available through Cloud, in whole and/or in part and for the territory of the World, belong exclusively to the Company and will remain so. The Client does not acquire any intellectual property rights in the Products and/or related Cloud services. The Client agrees not to remove or alter any intellectual property notice contained on, or in, the Products. The Company also owns all rights to trademarks, logos, designs and other distinctive signs accompanying the Products. The Client may therefore only use them with the Company’s separate written consent.

3. License and use of Products

3.1. The Company grants the Client the use and/or license to use (as the case may be, individually or collectively “**License**”) the Products specified in the individual Orders, for the duration of the individual Order, with effect from the date of activation of the same by the Company, subject to the terms and conditions herein, as well as any special conditions that may be present in each

Order, as set out in Article 1 above. The License does not imply any waiver or assignment by the Company of the rights referred to in Article 2.

- 3.2. The products are licensed on a non-exclusive basis, and at the price agreed with the Client. The Client is prohibited from sub-licensing the Products, in whole and/or in part, to third parties or giving them to use to third parties without the written consent of the Company. The individual Order will indicate the number of users, primary and, if possible, secondary, enabled and authorized to use, even simultaneously, the Products. Products may be made available via the Cloud; in such case, access to and use of the Products will be subject to the specific terms and conditions of the Cloud service provided by the Company. The Client must ensure that it complies with all Cloud service policies and guidelines, including without limitation those relating to intellectual property, security policies, and privacy.
- 3.3. The Company will provide the Client with the login credentials for the use of the Products agreed in the Order. The Company will also provide the Client with the necessary technical information for the use and installation of the Products, as well as information relating to the devices that support the Products. Therefore, the Client shall verify the suitability and compatibility of its systems, including in the case of Products made available via the Cloud, and waives any claim against the Company for malfunctions due to the inadequacy of its systems or failure to comply with the instructions provided by the Company.
- 3.4. The Client is prohibited from:
 - a) use the Products on devices other than those agreed with the Company.
 - b) disseminate, publish, commercialize the Products, unless expressly authorized by the Company, even at a time after the expiration of the License.
 - c) duplicate or copy, or cause the Products to be duplicated or copied, in whole and/or in part, even after the expiration of the License. The Client is granted a back-up copy, subject to prior notice to the Company; such copy may only be used for the purpose of re-installing the Products. For Products made available through the Cloud, the Client is not authorized to create back-up copies, as such management is delegated to the Company or to the Cloud service provider.
 - d) transfer the Products (in whole and/or in part) or grant third parties the use of the Products (in whole and/or in part).
- 3.5. If the Client uses the Products for purposes contrary to the Law, the Company will be indemnified from any liability.
- 3.6. The Company reserves the right to carry out periodic checks to verify the valid and legal use of the Products, in whole and/or in part, by the Client. Such audits may include, but are not limited to, inspections, documentation requests and technical audits, and will be conducted in compliance with applicable laws and contractual clauses. The Client agrees to fully cooperate with the Company during such audits, providing all information and access necessary to ensure compliance with the Terms, any special conditions and applicable laws. For Products made available through the Cloud, such audits may include access to Cloud service usage records to verify compliance with these Terms.
- 3.7. The Company may immediately terminate the Terms, the License, and the related Order if the Client violates even one of the provisions of this article, without prejudice to the Company's right to claim compensation for any damage suffered.

4. Product updates

Product updates will be provided by the Company to the Client in the course of the License, and will only apply to the Licensed Products. All special Terms and Conditions relating to the Products shall apply to such updates, without prejudice to the Company's ability to charge additional compensation

to the Client. The Client acknowledges and agrees that updates may result in changes or deletions of certain features of the Products.

5. Prices and payments

- 5.1. The fee to be paid for the License of the Products is established in the individual Orders signed by the Client.
- 5.2. Any updates to the Products may be subject to a separate fee, to be agreed between the parties from time to time.
- 5.3. The renewal of the License requires a separate fee, which will be established by separate Order or other written agreement between the Client and the Company.
- 5.4. Payment of the fees must be made according to the terms indicated in the relevant Order signed by the Client. In the absence of specific indications, payment must be made within 30 days of receipt of the invoice issued by the Company.
- 5.5. In the event of non-payment or delay in payment of any sum, the Company shall have the right to: (a) immediately suspend all performance due under the Terms and the individual Order, including the License and the performance of ancillary services; (b) early terminate the License and the Terms by simple written notice pursuant to art. 1456 of the Italian Civil Code; (c) suspend any performance due under any other agreement in place with the Client, including the use of the products licensed under such contracts and the performance of any services related thereto.
- 5.6. The Client waives the right to propose any disputes or exceptions without having previously fulfilled its payment obligations pursuant to this article.
- 5.7. All fees provided for in this article are net of VAT and any other tax that may be applicable.

6. Withdrawal from the market

- 6.1. The Client acknowledges that the Products are subject to continuous technological evolution, which may lead them to become obsolete and require their withdrawal from the market and/or, possibly, their replacement with new products. The Company reserves the right, at its sole discretion, to withdraw from the market one or more Products and/or the related services during the term of the License.
- 6.2. In such a case: a) the Company will inform the Client in writing, with at least six months' notice, of its intention to withdraw one or more Products from the market. The communication will contain a description of any new product or service that will replace the withdrawn one, which may be based on different technologies than those of the recalled product; b) if the withdrawn Product is not replaced, the Terms and the License will cease to have effect with respect to the withdrawn Product on the date indicated in the notice, and in any case not earlier than the aforementioned 6 months. From that date, the withdrawn Product will cease to function or to be supplied and the Client will be entitled to a refund of any amount already paid for the period in which he cannot use the withdrawn Product; c) if the withdrawn Product is replaced with a new product, the Client shall have the right to withdraw from the License and the Terms with respect to the withdrawn Product, effective from the last day of the sixth month following the date of notification. Otherwise, the Terms and License will continue to apply to the new product, and any reference to the withdrawn Product will be construed as referring to the new product.

7. Disclaimer of warranty

- 7.1. The Products are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, customer satisfaction, warranties of merchantability, freedom from error, fitness for a particular purpose, performance arising from usage, trade or practice, infringement of third-party rights arising out of Client's use of the Products. The Company will still provide support in the event of errors, without this being able

to entail any assumption of liability by the Company for any damage or consequences resulting from such errors.

- 7.2. The Client expressly acknowledges and agrees that use of the Products is at Client's sole risk.
- 7.3. This disclaimer of warranty will survive the expiration or termination of the License and Terms.

8. Damages and liability

- 8.1. The Company shall be liable only for direct and foreseeable damages resulting from a serious or intentional breach of its obligations under these Terms. In no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, damages for loss of profits, goodwill, use, or other intangible losses resulting, without limitation, from (a) the use of or inability to use the Products; (b) unauthorized access to, or alteration of, Client's data; (c) statements or conduct of third parties on the Products; d) any bugs, viruses, trojan horses or the like that may be transmitted through the Products by third parties.
- 8.2. In any event, the overall Company liability, arising from any direct or foreseeable damages, shall not exceed the total amount paid by the Client for the License of the relevant Products in the twelve (12) months preceding the event giving rise to the liability.
- 8.3. The Company shall not be liable for damages caused by: a) improper or unauthorized use of the Products by the Client; b) malfunctions or incompatibilities of the Client's systems; c) any modifications or interventions on the Products made by the Client or by third parties without the Company's consent; d) Force majeure events, including but not limited to natural disasters, wars, riots, terrorist acts, network or internet service outages.
- 8.4. The Client agrees to take all reasonable steps to mitigate any damage suffered. Failure to take such measures will exclude or reduce the Company's liability for damages that could have been avoided or reduced through the adoption of such measures.

9. Duration, withdrawal and termination

- 9.1. The Client has the right to terminate the Terms with the Company only in the following cases: a) if the Company fails to supply the Products within the agreed term and does not remedy such breach within 30 days of receipt of a written notice sent by the Client; b) if the Products have serious defects to the extent that they prevent the use of the Products and the Company fails to correct such defects within 30 days of receipt of a written notice from the Client. In the event of withdrawal, the Client shall in any case be required to pay the fees accrued up to the date on which the Products were effectively used. The Client shall also be required to compensate the Company for any damage and costs related to or arising from the withdrawal and resulting from the failure to cooperate in the resolution of the defects, if such Client's conduct has impeded or delayed the correction of said defects.
- 9.2. In the event that the Client breaches any of the provisions of these Terms, including without limitation the non-payment of the fees, in whole and/or in part, payable by the Client, and fails to remedy such breach within 15 days of receipt of a written notice, the Company shall have the right to: a) immediately suspend the provision of the Products and related services; b) terminate the Terms and the License with immediate effect by written notice; c) suspend the supply of products and services pursuant to any other contracts in place with the Client.
The Client shall be liable for any damage caused to the Company.
- 9.3. Upon termination of the Terms for any reason, the Client shall immediately cease all use of the Products, in whole and/or in part, destroy all copies of the Products, in whole and in part, in his possession or control and, if requested by the Company, provide a written statement that they have been destroyed. Termination of the Terms shall not affect the rights or obligations of the parties accrued up to the date of termination.

10. Contractual changes

The Company reserves the right to make unilateral changes to these Terms, upon written notice to the Client with at least 30 days' notice. Changes will take effect upon the expiration of this term, unless otherwise stated. The Client will have the possibility to withdraw from the Terms and the License without penalty if he does not accept the proposed changes, communicating his decision to the Company within the notice period indicated. In the absence of notice from the Client, Client will be deemed to have accepted the changes made, which will then automatically apply to the existing License.

11. Confidentiality

The Client and the Company undertake to keep secret and confidential all information exchanged within the scope of these Terms and/or the License and/or the Order, including without limitation commercial data, technical information, product specifications, codes, documentation, diagrams, 2D and 3D drawings, samples, business strategies, know-how, trade secrets, customer and supplier information, economic and contractual terms and conditions, supporting documentation and materials, and any other information identified as confidential at the time of communication or which is not expressly identified as such but which is evidently confidential, in whole and/or in part. The parties shall refrain from using such information for any purpose other than those provided for in the Terms and/or the License and shall not disclose such information to any third party without the prior written consent of the other party, unless such disclosure is required by law or competent authorities. The confidentiality obligations shall survive the expiration of the License or termination of the Terms, until otherwise stated or granted in writing by the Company.

12. Personal data processing and Ethics

- 12.4. The Company undertakes to process the personal data of the Client and its employees exclusively for purposes related to the performance of these Terms, including without limitation the management of Orders, the provision of Products, technical support and invoicing.
- 12.5. The Company undertakes to process personal data in accordance with Regulation (EU) 2016/679 (GDPR) and any other applicable law on the protection of personal data.
- 12.6. The Company may process identification data, contact data, tax data and data on the use of the Products by the Client. The Company undertakes to limit the processing solely to the data necessary for the purposes indicated.
- 12.7. The processing of personal data will take place with manual and automated tools, in a way that guarantees the security and confidentiality of the data, and in compliance with the technical and organizational measures provided for by art. 32 of the GDPR.
- 12.8. The Client may exercise the rights recognized by art. 15-22 of the GDPR, including the right of access, rectification, erasure, restriction of processing, data portability and objection, by sending a written request to the Company at the email address indicated below.
- 12.9. The Company will not disclose Client's personal data to third parties, except when required by law or for purposes strictly related to the performance of these Terms. In such cases, the third-party recipients will be subject to the same confidentiality and security obligations adopted by the Company.
- 12.10. Personal data will be stored for the period strictly necessary to achieve the purposes for which they were collected and processed, unless legal obligations impose a longer retention period.

- 12.11. If the processing of personal data involves the appointment of external data processors, the Company will ensure that they comply with the same security and confidentiality obligations as set out in the GDPR.
- 12.12. In the event of a personal data breach, the Company will inform the Client and, if necessary, the Data Protection Authority, in accordance with the provisions of art. 33 of the GDPR.
- 12.13. For any matter relating to the processing of personal data, the Client may contact the Company's Data Protection Officer (DPO) at privacy@sys-man.it.
- 12.14. The SA8000 Social Responsibility Policy is an integral part of the Terms; therefore, the Client agrees to adopt both internal and external practices that comply with this policy or equivalent standards. The Company reserves the right to periodically verify Client's compliance with such commitments; any breach of these commitments may constitute cause for termination of the Terms and the License.

13. Applicable law

These Terms shall be governed by and construed in accordance with the laws of Italy. Any dispute arising out of or relating to the validity, interpretation, execution or termination of these Terms shall be submitted to the exclusive jurisdiction of the Court of Rome, unless otherwise agreed by the parties.

14. Final provisions

- 14.1. These Terms, together with the Order and any special clauses contained herein, constitute the entire agreement between the parties and supersede any prior understandings, written or oral, relating to the subject matter hereof.
- 14.2. These Terms do not create, and should not be construed as, the creation of any partnership, employment, association or similar relationship between the parties. The Client acts in full autonomy and responsibility, without any bond of subordination with respect to the Company.
- 14.3. The failure of the Company to exercise any right granted to it by these Terms shall not constitute a waiver of such right, nor shall it be construed as such. Each right can be exercised at any time, without the previous failure to exercise it affecting its future validity.
- 14.4. The invalidity or ineffectiveness of any provision of these Terms shall not affect the validity of the remaining provisions, which shall continue to be effective and binding on the parties.