

Terms and conditions for the provision of Software as a Service (SaaS)

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Terms and conditions for the provision of Software as a Service (SaaS)

These terms and conditions (the "**Terms and Conditions**") apply exclusively to all Services provided by Binary System S.r.l. a Socio Unico, Tax ID and VAT No.: 01614510335, with registered office in Piacenza, via Orsi 44, ("**BINARY SYSTEM**") to the Customer, and replace any previous agreement, negotiation, statement or proposal, unless otherwise agreed between the Parties in writing.

In the event of conflicting provisions, the provisions of the Terms and Conditions shall prevail over the Offer, the Purchase Order and the Order Confirmation accepted by BINARY SYSTEM, in such decreasing order of priority. Without exception, only the Special Conditions contained in the Offer shall prevail over the Terms and Conditions.

By accessing and/or accepting the Services, the Customer expressly waives the application of its own terms and conditions and acknowledges that it has read, understood, and accepted these Terms and Conditions without reservation.

For the purposes of these Terms and Conditions, capitalized terms shall have the meanings assigned to them in Appendix A.

1. PROPERTY RIGHTS AND LICENSES

- 1.1 Ownership of Binary System. BINARY SYSTEM is the exclusive owner and reserves all rights, title, and interest in the Services, including all Intellectual Property Rights contained therein, as well as any modifications, implementations, and/or developments made by BINARY SYSTEM or on its behalf, even if such modifications, implementations, and/or developments are made at the Customer's request. No rights are granted to the Customer under these Terms and Conditions, except as expressly set forth herein.
- 1.2 License of use. Provided that the Customer continues to comply with these Terms and Conditions, including timely payment of the Fee, BINARY SYSTEM grants the Customer the non-exclusive, immediately revocable, non-sublicensable, and non-transferable right to access and use, and to allow its Authorized Users to access and use, the Services during the Term and solely for the Permitted Purposes (the "**License**").
- 1.3 Limitations of the License. The granting of the License is subject to the following restrictions and limitations: The Customer may not, and guarantees pursuant to Article 1381 of the Italian Civil Code, also on behalf of third parties, directly or indirectly carry out the following activities: (a) copy any part of the Software or the User Manuals; (b) decode, decompile, alter, abridge, or otherwise modify or attempt to discover the source code, object code, or underlying structures, ideas, or algorithms of any part of the Software or other systems, software, Documentation, or data related to or used in the provision of the Software; (c) modify, translate, adapt, transform, or create derivative works based on the Software; (d) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit any part of the Software; (e) remove any trademark, copyright or other proprietary rights notices from the systems, Software and other materials used (e.g. User Manuals) in the provision of the Services; (f) access or use any part of the Services (including User Manuals) for the purpose of monitoring its availability, performance or functionality for competitive purposes, including, without limitation, building competitive products or services by copying their features or user interface or allowing a direct competitor of BINARY SYSTEM to access or use the Services; (g) transmit or store content, data or information that is illegal,

abusive, harmful, harassing, unlawful, defamatory, vulgar, obscene, libelous, invasive of another's privacy or publicity rights, hateful or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt any software or system used to provide the Services, or other equipment or networks connected to the Services; (i) download or mount on any electronic system or network; (j) interfere with or disrupt any security control of the Services; (k) use the Services for any purpose other than the Permitted Purposes; (l) access or use the Services in any manner other than as provided in the Contract and in compliance with all applicable laws and regulations (including, without limitation, all applicable privacy and intellectual property laws). Notwithstanding the foregoing, if software is provided to the Customer under a separate license agreement that grants the Customer more permissive or broader rights with respect to such software, then such separate license agreement, and not these Terms and Conditions, will govern the Customer's installation and use of such software: it being understood that these Terms and Conditions shall apply to all other BINARY SYSTEM Services.

2. CUSTOMER OBLIGATIONS

- 2.1 The Customer undertakes to access and use the Services in compliance with all applicable laws, rules, and regulations, including, without limitation, privacy and data protection laws and regulations. The Customer is responsible for ensuring that the use of data used and/or provided in connection with the Services and/or uploaded or stored on BINARY SYSTEM's Servers does not violate any applicable law or regulation.
- 2.2 The Customer declares that it is solely responsible for determining the suitability of the Services for its own purposes and those of its Authorized Users.
- 2.3 The Customer guarantees that the maximum number of Authorized Users that it authorizes to access and use the Services does not exceed the number of Licenses purchased.
- 2.4 The Customer undertakes, pursuant to Article 1381 of the Italian Civil Code, to ensure that the use of the Services by the Customer, its Authorized Users, or third parties does not violate or exceed the restrictions contained in the Contract or in these Terms and Conditions. In addition, the Customer shall ensure that each Authorized User maintains a secure password for the use of the Services.
- 2.5 The Customer shall maintain commercially reasonable security standards for the use of the Services by itself and its Authorized Users. In particular, the Customer shall use state-of-the-art antivirus software and other industry best practice procedures to avoid introducing viruses or other harmful files or other malicious code that could disrupt the proper functioning of the systems used to provide the Services. If the Customer becomes aware or suspects that its Authorized Users have introduced a virus, the Customer shall notify BINARY SYSTEM within 24 hours of discovery and cooperate to mitigate the effects of such virus.
- 2.6 The Customer shall immediately inform BINARY SYSTEM if it becomes aware of any breach or threat of breach of the terms of this Article, or of any breach or threat of breach of security, including any attempt by third parties to gain unauthorized access to the systems used to provide any part of the Services.
- 2.7 The Customer shall, at its own expense, procure and maintain all hardware, software, communication equipment, and network connections, and in general any service, component, or other item that is or may become necessary to use the Services, and in any case whatever BINARY SYSTEM requires in order to ensure the proper functioning of the Services. It is understood that BINARY SYSTEM may, during the Term, at its sole discretion, modify the system requirements of any Software and/or Service; in such case, the Customer shall be notified of such changes prior to the implementation of such changes.

- 2.8 If third-party software is required to access or use the Services, the Customer, on its own behalf and on behalf of its third-party licensors, grants BINARY SYSTEM the right to access each of the third-party software and to retrieve the data stored or produced by such third-party applications in order to provide the Services.
- 2.9 In the case of On-premises Software, the Customer grants BINARY SYSTEM exclusive access to all relevant Servers, with full administrative privileges, for the Term and for any Extension Period. The Customer also grants BINARY SYSTEM the right to periodically access the Customer's premises and facilities during Business Day business hours to monitor the use of the Servers and/or verify that the Software and/or Services are accessible and used in accordance with the Contract and these Terms and Conditions.
- 2.10 The Customer acknowledges and agrees that failure to fulfill the Customer's obligations may affect the provision of the Services by BINARY SYSTEM, which shall not be liable in any way for the inability to provide the Services or for the Customer's failure to fulfill its obligations.

3. MAINTENANCE AND TECHNICAL SUPPORT

- 3.1 The Customer acknowledges and accepts that this Article applies only after the Software has been made fully operational and accepted in accordance with the provisions of the Offer. From the conclusion of the Contract until the Go-live date, the Customer shall communicate any requirements relating to the Software and/or Services exclusively to the Project Manager designated in the Offer or, where applicable, agreed upon in the project report.
- 3.2 During the Operation phase, BINARY SYSTEM provides a second-level Support Desk in the event of a service disruption and in accordance with the service levels guaranteed, the criticality levels, and the related response times indicated in the Offer.

- 3.2.1 Remedies. For Services provided in Cloud Computing format, defects reported to the Support Desk in accordance with Article 3.2.2 shall be resolved exclusively through:

3.2.1.1 Software Updates; or

3.2.1.2 instructing the Customer on how to circumvent the problem or remedy the defect (workaround).

If the release of a patch or Updates is necessary, BINARY SYSTEM and the Customer shall agree on an appropriate release plan. In the event of a workaround, the Customer shall, to the extent reasonably possible, ensure that the instructions are carried out by competent personnel. Additional consulting services are not included in the Consideration and will be invoiced separately.

In any case, the choice of remedy to be implemented is at the sole discretion of BINARY SYSTEM.

- 3.2.2 Opening a Ticket. Each support request is monitored after the Customer sends a request via email or online (the "Ticket") to BINARY SYSTEM.

A Ticket can only be opened by sending an email to the address indicated in the Offer.

When opening a Ticket, the Customer must provide all information useful for diagnosis and intervention by BINARY SYSTEM.

The Customer agrees to cooperate with BINARY SYSTEM as necessary, providing any additional information and performing all tests and checks requested. BINARY SYSTEM shall not be liable for any damage or consequences arising directly or indirectly from the Customer's unjustified refusal to cooperate, including, but not limited to, delayed

response times or failure to deliver in accordance with the agreed parameters.

If, following the opening of the Ticket, BINARY SYSTEM finds that the Service is available and functioning, BINARY SYSTEM shall be released from its obligations under this Article, upon notification to the Customer.

3.2.3 Support Desk services and hours. Unless otherwise specified in the Offer, maintenance and technical assistance are provided by BINARY SYSTEM's team of technicians, organized to offer the following services:

- *Customer support and assistance desk:* Monday to Friday (excluding national and local public holidays) from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m.; service available exclusively through the opening of Tickets in accordance with Article 3.2.2.
- *Opening and response times:* Monday to Friday (excluding national and local public holidays) from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m. CET.
- *Infrastructure monitoring:* available 24 hours a day, 7 days a week, 365 days a year;
- *Ticket opening:* available 24 hours a day, 7 days a week, 365 days a year, by sending reports via email to the addresses indicated in the Offer.

3.3 Notwithstanding the above, BINARY SYSTEM reserves the right to improve, update, enhance, or modify the Software and/or Services from time to time at its sole discretion, provided that such updates or installations do not conflict with the Contract. For an additional fee, BINARY SYSTEM may offer additional features in the Services.

3.4 The Customer is informed that any modification and/or intervention made by the Customer on the Software without the authorization of BINARY SYSTEM will invalidate the warranty relating to the operation of the Services and the level of assistance. At least 3 (three) days of intervention will be invoiced for the correction of errors caused by the Customer, it being understood that the intervention must be carried out before the data is restored.

4. WARRANTIES

4.1 BINARY SYSTEM guarantees: (i) that it has full and exclusive ownership rights to the Software; (ii) that it can grant all the rights provided for in these Terms and Conditions; (iii) that the provision of the Services does not infringe any intellectual property rights of third parties; and (iv) that, under normal conditions of use, the Software and/or Services will comply with the descriptions set out in the Offer.

4.2 BINARY SYSTEM does not guarantee that: (i) the use of the Services will be timely, uninterrupted, or error-free, or that it will be possible to combine it with other specific hardware, software, systems, or data; (ii) the Software and/or Services will meet the Customer's requirements; or (iii) all errors or defects will be corrected. The use of the Software and/or Services is at the Customer's sole risk.

4.3 To the extent permitted by applicable law, BINARY SYSTEM excludes all other warranties and conditions, express, implied, statutory or otherwise, including all express or implied warranties of merchantability, quality and fitness for a particular purpose.

4.4 For any breach of the warranties set forth in Articles 4.1(i) to 4.1(iii), the Customer's sole and exclusive remedy shall be that described in Article 9. For breach of the warranty set forth in Article 4.1(iv), the Customer's sole and exclusive remedy shall be the application of a penalty pursuant to Article 1382 of the Italian Civil Code – where provided for in the Contract – the amount of which shall not exceed 10% of the price paid for the Service in the last 12 months prior to the event, or

the remedy described in Article 10.

5. TAXES, DUTIES, AND ADDITIONAL COSTS

- 5.1 As consideration for the granting of the Software License and for the provision of the Services, the Customer agrees to pay all fees and charges specified in the Offer (the "Consideration"). The License Fee and related expenses incurred are non-refundable. All fees and charges are net of applicable taxes and duties. The Customer is responsible for paying any taxes imposed on the Customer's purchases under the Contract.
- 5.2 Any additional resources requested by the Customer during the Term or the relevant Extension Period will be activated immediately and invoiced at the end of the month of the request, calculating the amount of the Service fees from the month of the request until the end of the relevant year.
- 5.3 Charges must be paid in advance, annually or according to any other billing period specified in the Order. All payments are due and payable within 30 days of the invoice date or within another period, if applicable, specified in the Offer.
- 5.4 Travel expenses are not included in the Fee and will be invoiced to the Customer at the end of the relevant month with the relevant documentation.
- 5.5 BINARY SYSTEM reserves the right to vary the Fee at any time and at its sole discretion, with 60 (sixty) days' written notice. In such case, and only to the extent that the change in the Fee exceeds 10% of the previously agreed Fee, the Customer shall be entitled to withdraw from the Contract by giving notice to the address indicated in Article 16.2.2 within 30 (thirty) days of notification of such change in the Fee.
- 5.6 Unless otherwise specified in the Offer, all fees invoiced on a periodic basis (including, by way of example, License and Service fees) shall be subject to automatic annual adjustment based on the applicable inflation index. The adjustments shall be applied annually, with automatic effect from the anniversary of the effective date of the Contract, and shall apply to the amounts indicated in the Offer without the need for any further agreement between the Parties.

For Customers located in Italy, the adjustment shall be calculated on the basis of the ISTAT consumer price index for families of workers and employees (FOI), excluding tobacco.

For Customers located outside Italy or for contracts governed by the English version of these Terms and Conditions, the adjustment shall be calculated on the basis of the Harmonised Index of Consumer Prices (HICP) published by Eurostat.

- 5.7 Without limiting any other rights or remedies available to BINARY SYSTEM and without the need for prior notice of default, the amounts indicated in unpaid invoices that are past due shall accrue interest in accordance with Article 1224 of the Italian Civil Code at a monthly rate of 10% of the amount due at that time, or at the maximum rate permitted by law, if lower. If the delay in payment exceeds 90 (ninety) days, BINARY SYSTEM reserves the right to apply, in addition, a penalty pursuant to Article 1382 of the Italian Civil Code equal to 15% of the outstanding amount.

6. SUSPENSION OF THE LICENSE AND SERVICES

- 6.1 In the event of an invoice that is thirty (30) days or more past due, without prejudice to any other rights and/or remedies, BINARY SYSTEM shall be entitled to suspend the applicable Services until such amounts have been paid in full (including interest, applicable penalties, and/or legal fees incurred for the recovery of the debt), provided that BINARY SYSTEM gives the Customer at least ten (10) days' notice of the delay in payment before suspending the Services.

- 6.2 BINARY SYSTEM may also suspend the Services at any time: (a) to prevent damage or degradation of the integrity of the BINARY SYSTEM network; (b) for scheduled maintenance and support, with at least 48 hours' notice to the Customer (c) in the event of a dispute and/or complaint and/or request of any kind from third parties or public authorities or judicial authorities; (d) in the event that the Customer has breached the Contract in such a way as to prejudice the provision of the Services by BINARY SYSTEM or to violate the intellectual property rights of BINARY SYSTEM or third parties; or (e) in the event that the Customer violates applicable laws or regulations, confidentiality or privacy obligations towards third parties, or is subject to a court order requiring suspension, all without BINARY SYSTEM being liable to the Customer. For the avoidance of doubt, the suspension of the Services pursuant to this Article shall not constitute a breach of contract by BINARY SYSTEM and shall not relieve the Customer from its payment obligations under the Contract.
- 6.3 In the event of suspension, BINARY SYSTEM shall promptly restore the use of the Software and/or Services to the Customer only after the event giving rise to the suspension has been resolved to the reasonable satisfaction of BINARY SYSTEM. Any account restored after suspension pursuant to this Article may be subject to BINARY SYSTEM's reactivation fees in effect at that time.
- 6.4 The Customer shall not be entitled to a refund or credit for any part of the Fee if access to the Services is suspended pursuant to this Article.
- 6.5 For the avoidance of doubt, suspensions of the Services shall have no impact on the term of the Contract, nor shall they entail any obligation on the part of BINARY SYSTEM to indemnify or reimburse any part of the Fee to the Customer.

7. TERM

- 7.1 The Contract shall be valid for the term specified in the Offer or in the relevant Contract (the "Term").
- 7.2 Without prejudice to the provisions of Article 8 below, the Term shall be automatically renewed for periods of 12 months (each a "Renewal Period"), unless expressly prohibited by the Contract and unless notice of termination is given in accordance with Article 8.3 at least 90 (ninety) days prior to expiry.

8. TERMINATION

- 8.1 Notwithstanding any other provision to the contrary contained in these Terms and Conditions or in the Contract, the Contract may not be terminated by the Customer for convenience.
- 8.2 BINARY SYSTEM may terminate the Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code in the following cases: (i) in the event of default by the Customer; (ii) in the event of failure to comply with Articles 2.3, 3, and 6.1 of these General Terms and Conditions; (iii) in the event that the Customer, without the prior written authorization of BINARY SYSTEM, transfers the Contract to third parties (even if belonging to the same corporate group); (iv) in the event that the Customer undergoes or may undergo a change of control pursuant to Article 2359 of the Italian Civil Code; (v) in the event that the Customer's assets are significantly compromised; or (vi) in the event that BINARY SYSTEM has reasonable grounds to suspect that the Customer will not be able to fulfill the obligations set forth in Article 5.1.
- 8.3 The Customer shall validly exercise the right of withdrawal referred to in Article 7.2 by sending, in accordance with the procedures set out in Article 16.2, a written notice (duly signed by the legal representative) stating that all BINARY SYSTEM Software and/or Services (including all Documentation and relevant materials): (i) are no longer used by the Customer and (ii) have been

destroyed in accordance with these Terms and Conditions. The Customer shall be liable for any part of the Consideration due up to the effective date of termination.

8.4 In the event of termination or expiry of the Contract:

8.4.1 Upon written request and within 30 days from termination of the Contract, BINARY SYSTEM shall provide the Customer with all data relating to the Services purchased in a reasonable usable electronic format. Any services related to data extraction or migration shall be provided on a time-and-materials basis according to the applicable price list;

8.4.2 The Customer shall return to BINARY SYSTEM all media and Documentation, including any Backup copies made.

8.5 In the case of On-premises Software, the Customer undertakes to allow BINARY SYSTEM to access, on a date determined by BINARY SYSTEM and with 48 hours' notice, the Customer's premises and facilities and to uninstall and remove the Software from the Customer's physical or virtual servers.

8.6 In the event of termination or expiry of the Contract for any reason: (i) the License granted to the Customer shall be deemed revoked and terminated; (ii) the Customer shall not be able to access the Services; and (iii) all amounts due to BINARY SYSTEM under the Contract shall become immediately payable.

9. INDEMNITY

9.1 Indemnification by BINARY SYSTEM. BINARY SYSTEM agrees to indemnify and hold harmless the Customer (by paying all direct damages, including legal fees and costs, awarded to the Customer or agreed in a court-approved settlement) if a claim or legal action is brought against the Customer by a third party in relation to the Intellectual Property Rights inherent in the Software (a "Customer Claim"), provided that the Customer: (i) provides BINARY SYSTEM with written notice within 5 Working Days of receiving the Customer Claim; (ii) give BINARY SYSTEM sole control of the defense and resolution of the Customer Claim; and (iii) provide BINARY SYSTEM with all reasonable assistance, at BINARY SYSTEM's expense. BINARY SYSTEM shall have no obligation under this Section to the Customer if a Customer Claim arises from the Customer's breach of the Contract or these Terms and Conditions, or from the combination of the Software with any hardware, software, or equipment other than the Software. In the event of a Customer Claim, BINARY SYSTEM may, at its sole discretion and at no cost to the Customer: (1) modify any Software so that it no longer infringes or misappropriates any right of another, (2) obtain a license for the continued use of the Software by the Customer in accordance with these Terms and Conditions, or (3) terminate the Contract and refund the Customer for any prepaid fees covering the unexpired portion of the Term.

9.2 Indemnification by the Customer. The Customer undertakes to indemnify and hold harmless BINARY SYSTEM from any direct or indirect damage, penalties, costs, expenses (including legal fees), penalties or any other charges arising from claims or legal, arbitration or administrative proceedings by third parties, including government agencies, national or international, as a result of the Customer's breach of these Terms and Conditions or the Customer's improper use of the Software. BINARY SYSTEM shall promptly notify the Customer of any third-party claims and shall cooperate with the Customer in relation to such claims, provided that the Customer shall have full control and complete discretion over the defense and resolution of any dispute with third parties, except as follows: (i) transactions that involve an admission of liability by BINARY SYSTEM require the prior written consent of BINARY SYSTEM, and (ii) BINARY SYSTEM has the right to participate in the defense, with counsel of its choice and at its own expense.

10. LIMITATION OF LIABILITY

- 10.1 BINARY SYSTEM assumes no responsibility for the content of data entered by the Customer in the memory areas made available on its Servers during the provision of the Service or for any activity carried out by the Customer on the Software.
- 10.2 BINARY SYSTEM shall in no event be liable for any damages of any kind that the Customer and/or third parties may suffer as a result of the use of the Software and/or the Service or delays, suspensions, interruptions, defects and/or malfunctions of the Software and/or the Service, whether total and/or partial, temporary and/or permanent, except in cases of wilful misconduct or gross negligence.
- 10.3 To the extent permitted by applicable law, BINARY SYSTEM shall not be liable to the Customer or any third party for any indirect, special, consequential or incidental loss or for any other exemplary damages, including, without limitation, damages arising out of or in connection with: (i) loss of data, (ii) loss of profits, (iii) loss of opportunity, (iv) loss of services or (v) recovery costs, regardless of the cause or the theory of liability on which they are based, including, but not limited to, breach of contract, tort (including negligence) or violation of applicable law.
- 10.4 In any case, without prejudice to BINARY SYSTEM's indemnification obligations, any claim for damages by the Customer, including all incidental expenses (such as, but not limited to, legal and extrajudicial expenses), shall not exceed the total amount of the Consideration paid by the Customer in the twelve (12) months preceding the event giving rise to the liability..

11. CONFIDENTIALITY

- 11.1 Each Party undertakes to keep Confidential Information strictly confidential and to use only for the fulfillment of its obligations under the Contract all information relating to the other Party, its customers, its products, its services, its organization, its commercial or technical strategy, received from the other Party or of which it becomes aware during the performance of the Contract, including information relating to the Contract itself. In particular, information relating to the existence of the contractual relationship shall be considered confidential information under this Article. Each Party also undertakes not to use confidential information for purposes other than those provided for in the Contract or to disclose it to persons not covered by the Contract.
- 11.2 Each Party shall take all appropriate measures to maintain the confidentiality of all confidential information of the other Party and shall use its best efforts to prevent such confidential information from being disclosed to third parties, and shall also limit its disclosure to employees and/or third parties who have a genuine need to know for the purposes of the Contract and provided that they are first bound by confidentiality obligations substantially equivalent to those set out in this Article.
- 11.3 The above confidentiality obligations shall remain in force for a period of two years following the termination of the Contract.

12. AUTHORIZED DISCLOSURES

- 12.1 The Customer authorizes BINARY SYSTEM to include in its portfolio (on its website or on websites linked to it, partner websites, brochures, Service applications, and technical documentation) references to the Customer (by way of example and without limitation, the Customer's logo, name, case history, and screenshots of the project) relating to the project carried out.

13. FORCE MAJEURE

- 13.1 BINARY SYSTEM and its Affiliates, directors, officers, employees, agents, and partners shall not be liable for any delay or failure to perform any obligation under the Contract if the delay or failure arises from causes beyond the reasonable control of BINARY SYSTEM or its Affiliates, directors, officers, employees, agents, or partners, including, by way of example, acts of God, labor disputes

or other industrial disturbances, blackouts, systematic failures of electricity, telecommunications or other public utilities, earthquakes, fires, storms, floods or other elements of nature, epidemics, blockades, embargoes, riots, sabotage, acts or orders of government, acts of terrorism or wars.

14. PROCESSING OF PERSONAL DATA

- 14.1 Upon award or conclusion of the Contract, the Customer confers on BINARY SYSTEM the role of **Data Processor**, pursuant to and for the purposes of Article 28 of EU Regulation 2016/679.
- 14.2 Any processing of personal data carried out by BINARY SYSTEM on behalf of the Customer shall be governed by a specific agreement on the processing of personal data ("Data Processing Agreement"), to be executed between the Parties, which constitutes an integral and substantial part of this Contract.
- 14.3 Unless otherwise provided by applicable law, BINARY SYSTEM shall delete all personal data processed on behalf of the Customer at the end of the provision of the Services or upon termination of the Contract. If there are legal obligations requiring the retention of data, such data shall be retained only for the period strictly necessary to comply with such obligations.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 These Terms and Conditions are governed by Italian law.
- 15.2 Any dispute arising between the Parties in relation to these Terms and Conditions shall be settled exclusively by the Court of Piacenza.

16. GENERAL

- 16.1 Amendments; Exclusion clause. Any amendment to these Terms and Conditions must be made by written agreement duly signed by the Parties, under penalty of nullity. It is understood between the Parties that the invalidity or ineffectiveness of one or more of the clauses contained in these Terms and Conditions shall not automatically extend to the other clauses contained in the Terms and Conditions themselves, each clause being considered, evaluated, and interpreted independently.
- 16.2 Communications and notifications. All communications to be made in writing pursuant to the Contract shall be sent to the addresses of the Parties indicated below or to any other address communicated by them in writing:
 - 16.2.1 If to the Customer: by email to the email address indicated in the Contract and/or in the Offer.
 - 16.2.2 To BINARY SYSTEM: by email to amministrazione@binarysystem.eu , or by certified email to binarysystem@pec.it (unless subsequently changed and communicated in writing).
- 16.3 Assignment. Except as expressly provided in these Terms and Conditions, the Customer may not assign any right, interest or obligation arising from the Contract without the prior written consent of BINARY SYSTEM.
- 16.4 No waiver. None of the provisions contained in these Terms and Conditions may be considered, by virtue of verbal agreements, as waived, modified or ineffective. Any waiver or modification must be made in writing and signed by the Party against whom the waiver or modification is invoked.
- 16.5 Essential deadlines. Dates and deadlines are not considered essential within the meaning of Article 1457 of the Italian Civil Code unless expressly agreed in writing.

- 16.6 Notices to customers and consent to electronic communications. The Customer agrees to receive electronic communications and notifications from BINARY SYSTEM in relation to the Services and the Contract. The Customer agrees that such communications shall satisfy all applicable legal communication requirements, including the requirement of written form. BINARY SYSTEM may provide the Customer with communications relating to the Services, including changes to these Terms and Conditions, by email to the email address of the Customer's legal representative (and/or other alternative email address associated with the Customer, if provided), or by regular mail or certified email (PEC). It is the Customer's responsibility to keep their email address up to date.
- 16.7 Survival. The following provisions of these Terms and Conditions shall survive any termination of the Contract: 1.1, 1.3, 2.4, 5.1, 9.2, 10, 11, 12, 15.

APPENDIX A - DEFINITIONS

Authorized Users: the persons or number of persons indicated in the Offer/Purchase Order/Purchase Confirmation who are authorized by BINARY SYSTEM to access the Services and for whom the Customer has paid the Consideration.

Backup: a digital copy, updated at a specific time, of the Customer's data used by the Software.

Cloud Computing: the practice of using a network of remote servers hosted on the internet to store, manage, and process data, rather than a local server or personal computer.

Cloud: a paradigm that enables network access, in a ubiquitous, convenient, and on-demand manner, to a scalable, elastic, and shared pool of configurable computing resources (e.g., networks, servers, storage, applications, software, and services) that can be rapidly provisioned and released via the Internet.

Confidential Information: all information that has been designated as confidential by one of the Parties in writing or information that should reasonably be considered confidential pursuant to Articles 98 and 99 of Legislative Decree No. 30 of February 10, 2005 (however transmitted or stored), including information relating to the business, business, property, assets, commercial practices, services, developments, trade secrets, know-how, personnel, customers, and suppliers of either Party, all personal data, and sensitive personal data.

Consideration: the sum of money set out in the Offer and payable by the Customer to BINARY SYSTEM as the price for the provision and use of the Services.

Contract: collectively, these Terms and Conditions and the duly signed Offer.

Customer Content: any data or information that the Customer (or Authorized Users) enters, publishes, uploads, transmits, or otherwise inputs into the Software in connection with the Customer's use of BINARY SYSTEM's Services. "Customer Content" includes, but is not limited to, account information, location, place and date of birth, tax identification number, email address, and any other data that may be requested from time to time in connection with the Services.

Data Centers: the data centers of the providers chosen by BINARY SYSTEM to host the infrastructure necessary to run the software, managing data and applications so that they are accessible from anywhere with an internet connection.

Documentation: the set of formal documents necessary for the conclusion and execution of the Contract. In general, documentation is considered to be any written information shared between the parties for the above purpose. By way of example and without limitation, documentation is understood

to mean that specified in the relevant section of the Offer.

Exercise: the period from the day following the Go-live date until the termination or expiry of the Contract.

Go-live: when all the Services (meaning the system of Services) are put into operation.

Group: in relation to a Party, a company which, pursuant to Article 2359 of the Italian Civil Code, directly or indirectly controls, is controlled by, or is subject to joint control with any subsidiary or holding company of that Party.

Intellectual Property Rights: all (i) patents and patent applications, industrial designs and design patent rights, including continuations, divisions, continuations in part and provisional applications and legal invention registrations, and all patents issued on any of the foregoing and all reissues, reexaminations, substitutes, supplementary protection certificates, extensions of any of the foregoing; (ii) trademarks, service marks, trade names, service names, brand names, image rights, logos, Internet domain names, company names, and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, extensions, and renewals of any of the foregoing; (iii) copyrights, works of authorship, rights in data, databases and designs, and rights in masked works, whether registered or unregistered or published, and all registrations, applications, renewals, extensions and reversions of any of the foregoing; (iv) trade secrets, know-how, confidential or proprietary information, including disclosures of inventions, inventions, ideas, algorithms, formulas, processes, methods, techniques and models, technologies, protocols, methodologies, formulations, layouts, specifications, discoveries, compositions, industrial designs, architectures, designs, plans, ideas, research and development, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals, whether or not patentable and whether or not implemented (collectively, "Trade Secrets"); (v) rights to Software and User Manuals; and (vi) any other industrial, intellectual, or proprietary rights (patented or unpatented) of the same or similar effect or nature, including any derivatives thereof, in any jurisdiction relating to the foregoing worldwide.

Offer: the commercial offer of BINARY SYSTEM's Services, containing, among other things, a detailed description of the Software licensed to the Customer, the Customer's details, the number of licenses, any additional components purchased, the activities included, the Consideration, and the payment terms.

On-premises Software: the Software provided by BINARY SYSTEM as a service, hosted on its own servers or on cloud infrastructures, accessible to customers via the internet.

Order Confirmation: the written confirmation by BINARY SYSTEM of the Customer's Purchase Order for the purpose of forming the Contract.

Parties: collectively, BINARY SYSTEM and the Customer.

Permitted Purpose: the Customer shall access and/or allow access to the Services exclusively for internal business purposes and in accordance with the terms of the Contract. The Customer undertakes to ensure that access to and/or use of the Services does not exceed the number of licenses and/or Authorized Users indicated in the Offer.

Project Manager: the person designated by BINARY SYSTEM as the main point of contact for the Customer from the date of the Contract until the Go-live date.

Purchase Order: a written order for the Services, or a similar processing document, which is submitted and used by the Customer to demonstrate internal approval and/or registration of a purchase, thereby incorporating these Terms and Conditions by reference. Any terms stated in a Purchase Order are null and void and are expressly rejected by the Parties.

Servers: the servers of the Customer, BINARY SYSTEM, or third parties on which the Services are installed and/or hosted and which can be accessed.

Services: the Software, related professional services, and all other services indicated in the Offer, performed by or on behalf of BINARY SYSTEM.

Software as a Service (SaaS): the Software delivery model through which BINARY SYSTEM hosts and manages the Software on its own infrastructure or on third-party infrastructure and makes it accessible to the Customer via the internet for the entire duration of the Contract.

Software: the Software provided by BINARY SYSTEM and installed on the Customer's servers or on infrastructure controlled by the Customer.

Special Conditions: the conditions identified as such in the Offer or in any other document specifically drawn up for the purpose of amending the Terms and Conditions.

Support Desk: the email address for users provided by BINARY SYSTEM, in accordance with the provisions of Article 3.2.2, for the purpose of supporting the Customer in the use of the Services and facilitating the reporting of defects to BINARY SYSTEM by the Customer and/or its Authorized Users.

Term: the period of validity of the Contract, as indicated in the relevant Offer.

Updates: includes any release of a patch, minor or major version to make one or more changes to the software (corrections, new features, etc.). An update may be accompanied by the release of a new mobile application. It is understood that "Updates" do not include additional features or improvements made available to customers by BINARY SYSTEM for an additional cost.

User Manuals: user instruction material, whether physical or online (e.g., user guide, quick start guide, and safety documents) and the Documentation provided by BINARY SYSTEM to the Customer describing the standard features and functionality of the Services in question, as modified, updated, and distributed by BINARY SYSTEM from time to time, under normal operating conditions.

Working days: Monday to Friday, excluding public holidays in Italy.