

GENERAL CONDITIONS
OF
CONTRACT FOR THE PROVISION OF CLOUD COMPUTING SERVICES

These general terms and conditions regulate the cloud computing service that Move Spa, with registered office in 20121 Milan, Piazza Cavour 7, VAT no. 09887990969, represented by its pro tempore legal representative ("**Move**") offers to the purchaser ("**Customer**") of its sensors for dynamic and static monitoring of structures ("**Products**"), including those manufactured by Move as well as external sensors produced by third parties.

For the purposes of these general terms and conditions, "**Contract**" means these general terms and conditions and the Customer's purchase order, accepted by Move ("**Order Form**").

1. Object

- 1.1 Move undertakes to provide the Customer, who accepts, with a cloud computing service for accessing and using the platform called MyMove Platform and the applications connected thereto for the display and management of the information recorded by the Products ("**Platform**"), including the related technical support service ("**Service**").
- 1.2 The Service shall enable the Customer to use the Platform in accordance with its own functions for purposes related to the Customer's professional and business activity, subject to the technical limitations of the Platform.

2. Methods of provision and use of the Service

- 2.1. The account to access the Service reserved to the Customer shall be activated alternatively by means of an e-mail communication sent by Move to the address indicated by the Customer in the Order Form, containing the access keys to the Service reserved to the Customer (username and password) or by the Customer himself, by means of creation by the latter of the access keys using the appropriate token that Move will deliver to the Customer in the manner indicated in the Order Form. Alternatively, the Customer may independently create an account using the User Management service, following instructions provided in an email sent or communicated by Move.
- 2.2. The Customer may invite additional users to access the Service by creating Linked Accounts through the User Management service. These linked accounts will enable the invited users to use the Service with multiple privilege levels, including the ability to modify all system settings, as authorized by the Customer.
- 2.3. The Customer undertakes not to disclose, transfer or allow third parties to use the aforementioned access keys and/or token and to keep them with the maximum care and diligence, being the Customer solely responsible for their safekeeping, use and the safekeeping of others Linked Accounts.
- 2.4. The Customer hereby accepts and acknowledges as his own any use and operation of the Service (connection, modification, registration, data analysis or other) that will be carried out with his access keys.
- 2.5. The Customer accepts that, with regard to the attestation of all operations carried out from his/her access account, only the logs of Move be considered authentic.
- 2.6. Once the Customer has accessed the Service, the Customer may use the Platform and record information and data relating to it in the memory areas within the Customer's account. The Customer may also at any time save this information and data and export them to other systems or platforms of the Customer or of third parties, where compatible with the Platform.
- 2.7. Move shall cease to provide the Service at the time of expiry of the Contract indicated in the Order Form, notifying the Customer with a subsequent e-mail.
- 2.8. Following termination of the Service, Move shall have no obligation to safeguard the data, information and content recorded by the Customer on the Platform and shall not be liable in any way for any damage, alteration, loss, even partial, thereof. Move shall make available to the Customer the data recorded and stored on the Platform on a separate memory area. The Customer shall download such data within 15 (fifteen) days of termination of the Service. Failing this, Move

- will extract the recorded data and send it to the Customer on a computer support containing the last back up.
- 2.9. After 15 (fifteen) days from the date of termination of the Service, Move shall permanently delete all data and information recorded and stored by the Customer, including the Customer's Metadata as defined in Article 11.2 below. In no way and for no reason shall Move be liable for data, information and content deleted from the Customer's account and unrecoverable.
- 2.10. The Customer acknowledges that the Service is based on continuously evolving technology, and therefore accepts that Move may make changes to the technical and economic characteristics that affect the use of the Platform. Move shall notify the Customer by e-mail of the changes introduced, with the relative information for the best use of the Service thus modified. The changes shall take effect after 15 (fifteen) days from the date of sending the e-mail, unless in the meantime the Customer has notified his intention to withdraw from the Contract by registered letter or certified email.
- 2.11. In consideration of the technological evolution of the hardware and software components, Move may amend the technical characteristics, the systems and the resources even without notifying the Customer, guaranteeing the same functionalities to the Customer.

3. Obligations of the Customer

- 3.1. The Customer is obliged to access and use the Service and the Platform exclusively within the scope of his working activity and in any case for lawful and legitimate purposes, with the maximum diligence, in strict compliance with the laws and regulations in force.
- 3.2. The Customer shall promptly inform Move of any unauthorised use of their account, their access keys or any other breach of the Platform's security. In the event of theft and/or loss of the access keys, the Customer shall immediately notify Move in writing, to allow Move to provide for their deactivation and replacement.
- 3.3. The Customer shall allow access to the Service and use of the Platform only to its own staff or collaborators.
- 3.4. The Customer shall bear all costs relating to electrical, electronic or other equipment, other programs, telephone and/or network services and anything else necessary to access and use the Service.

4. Maintenance

- 4.1. Move shall be responsible for the ordinary and evolutionary maintenance, revision and update of the Platform. Without prejudice to the fact that Move has no obligation to update and further develop the Platform, Move shall inform the Customer, by means of electronic notices, of updates and revisions made on the Platform.
- 4.2. Move shall provide to the Customer assistance to solve problems regarding access and use of the Service and the operation and use of the Platform. Requests for assistance and information can be sent to the addresses indicated in the Order Form. The assistance services will be provided by Move with the maximum possible diligence and punctuality. In order to allow the performance of assistance services, the Customer will be required to provide Move with the access keys, if requested. Move does not guarantee that, through the assistance services, all the problems of access and Service's use, operation's use and Platform use can be solved.
- 4.3. The assistance services do not include activities other than the solution of the aforementioned access, operation and use problems, such as, by way of example, modifications to the Platform, development of customized programmes, recovery of the Customer's archives, connection to different programmes, interventions at the Customer's premises. These activities will be carried out by Move at the rates in force from time to time, which will be communicated to the Customer upon request.
- 4.4. Unless otherwise agreed in writing, Move shall not be obliged to provide the Customer with training regarding updates and revisions of the Platform nor train the Customer's staff.
- 4.5. Move shall in no way be responsible for the loss or damage of data, information and content included in the Platform.

5. Warranties - Limitation of liability

- 5.1. Move guarantees that the Service will be provided and that the Platform will operate in a manner that complies with the features indicated in the Order Form, and that a daily back-up of all data and information contained in the Platform will be carried out, ensuring, in the event of a disaster

- recovery, the restoration of the last available version of the data registered by the Customer at that time.
- 5.2. Move declares to be equipped with appropriate instruments to effectively protect the security of the information stored on the Platform under a physical, IT and organisational aspect.
 - 5.3. The Customer acknowledges that the version of the Platform is improvable and subject to improvements and evolutions.
 - 5.4. Move does not guarantee the suitability of the Service and the Platform for the Customer's specific purposes nor their adaptability to the Customer's business reality and activities, which are the sole responsibility of the Customer. The Customer declares to have received a detailed illustration of the operation and functionalities of the Service and the Platform from Move and that it considers them compliant with its professional and working needs.
 - 5.5. Move does not guarantee that the provision of the Service and the operation of the Platform will never face interruptions or errors or that they will be available in any case in all possible combinations of use, nor that all errors or defects can be remedied.
 - 5.6. The Customer acknowledges that the Service is provided through the Internet network that is not controlled by Move which, therefore, does not guarantee to constantly monitor the performance and functionality of the network structures nor to control the contents of the information that is transmitted through the network. Move is not liable in any way for any illegal information and content that may be transmitted by third parties or received for any reason, nor is obliged to take action to delete it.
 - 5.7. The Customer accepts that Move's liability for any incorrect supply of the Service is limited to the amount paid by the Customer in the previous 12 (twelve) months. No further amount will be due by Move to the Customer by way of compensation, indemnity or other title.
 - 5.8. In any case, Move shall not be liable for indirect damages incurred by the Customer, such as, for example, loss of profits, loss of data, reduction in turnover, loss of chances.
 - 5.9. Move's liability is excluded, except in cases of fraud and gross negligence, for damages of any kind and for any reason, including those arising from the use or non-use of the Service, the use or non-use of the Platform, loss of business, loss of data, and suspension of activities. In any case, Move's liability shall not exceed the amount of the annual fee paid by the Customer.
- 6. Suspension of the Service**
- 6.1. The Customer accepts that the Service may be suspended for the performance of technical interventions aimed at maintaining and/or updating the Platform. Move shall be obliged to give the Customer 5 (five) days' prior notice of such suspensions by e-mail or other electronic systems, indicating the approximate time required to restore the Service.
 - 6.2. Move may, at its own discretion, even without prior notice, suspend the Service if:
 - a) The Customer is in breach of the Contract;
 - b) Move has reasonable grounds to believe that the Service is being used by an unauthorised third party;
 - c) There are cases of force majeure or circumstances that, in Move's unquestionable judgement, require urgent intervention, in particular to solve safety problems to prevent or avoid dangers to the entire network or to persons or property;
 - d) The Customer is involved, for any reason whatsoever, in a judicial or extrajudicial dispute of a civil, criminal or administrative nature, including with third parties, in particular when the dispute concerns the Service or the Platform;
 - e) suspension is requested by a judicial authority.
 - 6.3. Move reserves the right to restore the Service when it considers that the causes that led to the suspension have been solved and eliminated.
 - 6.4. In the event of suspension of the Service attributable to the Customer, the period of suspension shall not be refunded or recovered in any way and Move shall be entitled to compensation for any damages suffered due to the Customer's conduct.
 - 6.5. In the event of suspension of the Service attributable to Move, the duration of the Contract shall be proportionally extended by the number of days the Service was suspended, without the Customer being able to claim compensation, refunds or indemnities of any kind.

7. Liability of the Customer - Indemnity

- 7.1. The Customer is solely responsible for each operation carried out in the use, administration and management of the Service and the Platform, as well as for the information and data registered on the Platform, their analysis and the management of the alarm thresholds of intervention.
- 7.2. Move remains totally unrelated to the Customer's activity and is not subject to any obligation to monitor the Customer's use of data and information collected through the Products and made available through the Service and the Platform. In fact, Move shall not be held responsible for the data, information and content entered, transmitted or processed by the Customer on the Platform and in general for the use made of it by the Customer for the purposes of monitoring the structure and scheduling intervention times.
- 7.3. Furthermore, Move remains totally extraneous to the Customer's extraction of data and information and the transfer of such data and information from the Platform to other platforms of the Customer or third parties. Therefore, Move shall not be liable for any use of data and information by the Customer or third parties, after such data and information have been exported by the Customer from the Platform to other systems or platforms of the Customer or third parties.
- 7.4. The Customer therefore declares to indemnify Move, its directors, managers, partners, employees, distributors and retailers from any responsibility for the operations carried out by the same through the use of the Service and the Platform, for the scheduling of intervention times, for the decisions taken and for any direct or indirect damage to persons or things deriving from said operations, evaluations and decisions, undertaking to indemnify Move, its directors, managers, partners, employees, distributors and retailers from any dispute and claim for compensation or any other nature that may be made by third parties against them and to reimburse, at the first written request and with the waiver of the right to raise a claim against Move, its directors, managers, partners, employees, distributors and retailers from any dispute or request for compensation or of any other nature that may be made by third parties against them, and to reimburse, upon first written request and without raising objections, any and all sums that Move, its directors, managers, members, employees, distributors and retailers are obliged to pay to any subject, body and/or authority as a penalty and/or compensation for damages, including legal expenses, and to compensate all damages, including to their image, that Move, its directors, managers, members, employees, distributors and retailers may suffer.

8. Consideration

- 8.1. For the supply of the Service, the Customer is obliged to pay Move the amount indicated in the Order Form, in accordance with the terms indicated therein.
- 8.2. Delayed payment of the consideration referred to in Article 8.1 shall entail the Customer's obligation to pay interest at the rate provided for by Legislative Decree No. 231/02.
- 8.3. The Customer may not, for any reason, suspend the payment of the consideration, not even in the event of disputes about the Products or the provision of the Service and the operation of the Platform; this in application of Article 1460 of the Civil Code, which the Parties expressly establish in Move's favour.
- 8.4. Failure to pay the amount due at due date shall entitle Move to suspend the Service, without prejudice to compensation for damages, and without prejudice to its right to demand fulfilment. If the delay persists for more than 15 (fifteen) days from the due date, Move shall have the right to terminate the Contract with immediate effect pursuant to Article 1456 of the Civil Code, by written communication to be sent by certified e-mail, without the need for formal notice.

9. Duration - Termination

- 9.1. The Contract has a duration expressed on the order from the date of Service activation, and will be automatically renewed for the same period of time upon its expiry, unless it is terminated by either party with a written notice sent by registered letter or certified email or email to support@movesolutions.it.
- 9.2. Move will issue an invoice to the Customer with the same payment terms as the previous invoice.
- 9.3. Without prejudice to the different cases of termination provided for in the Contract, in the event of violation by the Customer of its contractual obligations, Move may terminate the Contract in accordance with Article 1454 of the Italian Civil Code, with immediate effect, if the violation is not remedied within the term of 15 (fifteen) days indicated in the written notice sent by Move to the Customer.

- 9.4. In the event of termination of the Contract, for whatever reason, Move shall allow the use of the Services until the moment in which the termination is effective. The Customer, at any time, has the right to save the data and information entered into the Platform as well as to transfer them to other platforms, where compatible; such access will be interrupted after 30 (thirty) days from the effective termination of the Services. As a result, the Customer is obliged to save the information entered on the Platform within the aforementioned period of 30 days, after which Move - except in cases where the regulations in force provide for an obligation to preserve the data - will no longer be obliged to preserve and/or keep or release a copy of the information entered, and the Customer will not be able to make any claim in relation to the recovery or preservation of such data.

10. Intellectual Property

- 10.1. Move is the sole owner of the property rights, including intellectual property rights, on the Platform and, therefore, of all the relative rights of economic exploitation, including the right to reproduce, translate, adapt, transform, modify and distribute in any form and without limitation, including the sale and rental of copies and any modified or updated versions on the Platform. The ownership of all object codes and source codes remains with Move, as well as that of all elements, components, applications, versions, developments, updates and software connected to or derived from the Platform, which may be used by the Customer through the Service.
- 10.2. The Contract does not transfer to the Customer any ownership rights in the Platform. Therefore, the Customer may not in any way dispose of, license or allow the Platform to be processed or otherwise transfer or in any other way make the Platform available to third parties, whether in return for payment or free of charge. The Customer may not reproduce, translate, adapt, transform or modify the Platform or any part of it, nor may it cause or permit its decompilation or disassembly, nor may it instruct third parties to carry out such activities.
- 10.3. Move, if it becomes aware of improper use of the Platform or violation of this Article, may terminate the Contract in accordance with Article 1456 of the Civil Code, without the need for formal notice, by written communication to be sent by registered letter with return receipt or certified email, with the right to permanently retain the amount received, as partial compensation for damages suffered, and to claim further damages.
- 10.4. All trademarks, registered and unregistered, relating to the Platform and Move remain the exclusive property of Move, without the Customer having any rights over them as a result of entering into the Contract.

11. Raw data

- 11.1. The information recorded on the Platform detected by the sensors that have not yet been processed by the Customer (so-called raw data), may be used by Move without any limitation. Move may therefore process the raw data with other data and information also by means of algorithms for the creation of further information other than the raw data ("**Move's Metadata**"). Move's Metadata processed in this way shall be and remain exclusive property of Move.
- 11.2. Move shall not, however, have any access to or power of control over the data and information processed by the Customer also by means of algorithms ("**Customer's Metadata**") for which the Customer is solely and exclusively responsible, as provided for in the previous Article 7.

12. Confidentiality

- 12.1. The Customer undertakes to preserve the confidentiality of any information, in any form or on any medium, including all techniques, algorithms and procedures contained in the Platform and in the relative documentation, received or obtained by Move ("**Confidential Information**").
- 12.2. Confidential Information may only be used by the Customer to perform its services under the Contract. Confidential Information may not be disclosed except to those employees or suppliers of the Customer who need to have access to such Confidential Information and agree to keep it confidential. If the Customer is legally obliged to disclose Confidential Information, the Customer shall provide Move with notice of such obligation prior to disclosure (if permitted or reasonably possible) so that Move may seek to implement any appropriate remedy.
- 12.3. Confidential Information does not include information that: (i) is or becomes publicly available other than by the wrongful act of the receiving party; (ii) is received by the receiving party from a third party that has the right to provide such information; or (iii) is developed independently of Move.
- 12.4. Upon written request, the Customer shall return Confidential Information to Move and shall not retain any copies of such Confidential Information, except as required by applicable law.

- 12.5. It is understood that the above obligation of confidentiality shall apply for the entire duration of the Contract, as well as for the following 5 years from the date of termination of the Contract.
- 12.6. The parties acknowledge and agree that Move shall not have access to the Customer's Metadata contained in the storage areas within the Customer's account. Move agrees not to attempt to access the Customer's Metadata.

13. Force Majeure.

- 13.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract due to any cause beyond its reasonable control, including without limitation acts of war, earthquakes, floods, embargoes, riots, sabotage, labour shortages, strikes, loss (in whole or in part) of the Platform for any reason whatsoever.

14. Applicable law and competent jurisdiction

- 14.1. The Contract is governed by Italian Law.
- 14.2. Any dispute between the parties concerning the interpretation, validity, execution and termination of the Contract shall be subject to the exclusive jurisdiction of the courts of Milan.

15. Miscellaneous

- 15.1. **Communications.** Any notice or communication shall be in writing in the Italian language (or accompanied by a translation in the Italian language) and may be delivered personally, by email (except for notices of default or termination), by courier or by registered mail with return receipt or prepaid postage, to the address of the receiving party set out in the Contract or Order, or to such other address as either party may specify in writing, or by registered mail with return receipt or certified email to the address set out in the Order Form. Communications shall be deemed to be delivered at the time of receipt.
- 15.2. **Exclusion of waiver.** No term or provision of the Contract shall be deemed to be waived nor any non-performance shall be deemed to be accepted unless such waiver or consent is in writing and signed by the parties.
- 15.3. **Relationship between the Parties.** Move and the Customer are independent contractors and the Agreement does not establish any partnership, joint venture, employment, franchise or agency relationship between Move and the Customer. Neither Move nor the Customer shall have the power to bind the other party or assume obligations on behalf of the other party without the prior written consent of that party.
- 15.4. **Full Agreement.** The Contract represents the entire agreement of the parties with respect to the subject matter described herein, and supersedes any other agreement or understanding, written or oral, relating to the same subject matter. The Contract may only be amended by a written instrument signed by both parties. There are no third party beneficiaries of the Contract.
- 15.5. **Separation.** In the event that any provision of the Contract is held to be ineffective, that provision shall be interpreted (and if necessary amended) so that it may be enforced to the fullest extent permitted by law and as far as possible respecting the original intention of the parties; the other provisions of the Contract shall remain in full force and effect.
- 15.6. **Warranties.** Both parties represent and warrant that they have full commercial power and authority to enter into the Contract and perform their obligations under it and the person whose signature appears on the Order Form is authorised to enter into the Contract on behalf of the respective party.
- 15.7. **Privacy.** The parties acknowledge that the execution of the Service does not involve the processing by Move of personal data of third parties owned by the Customer. It is understood that in the event that the execution of the Contract entails the future processing of third party data by Move on behalf of the Customer, Move itself will be designated as Data Processor pursuant to Article 28 of the GDPR (as defined below). Each party acknowledges and accepts that the personal data (e.g. names, company email address, etc.) of its representatives, employees/collaborators involved in the activities referred to in the Contract shall be processed by the other party as Data Controller for purposes strictly functional to the establishment and execution of the Contract itself and in accordance with the information pursuant to art. 13 of Regulation (EU) 2016/679 of 27 April 2016 (hereinafter "**GDPR**") that each party undertakes as of now to bring to the attention of its employees and collaborators, within the scope of its internal procedures. It is understood that such data will be processed in accordance with the provisions of the GDPR, the relevant national legislation and the provisions of the Guarantor Authority for the protection of personal data, according to principles of legality and correctness, so as to protect fundamental rights and freedoms, in compliance with

appropriate technical and organisational measures to ensure a level of security appropriate to the risk, by manual and/or automated means. The Customer is the sole owner, in accordance with European Regulation UE679/2016, of the data entered or processed in his/her Platform access account, with Move being exempt from any fulfilment or obligation in this regard.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the parties hereby declare that they specifically approve the clauses indicated in Articles 5 (Warranties - Limitation of liability); 6 (Suspension of Service); 7 (Liability of the Customer - Indemnity); 8 (Consideration); 9 (Duration); 12 (Confidentiality); 14 (Applicable law and competent jurisdiction).