Valid from	08/15/2026	**Jurisdiction**	Italy — Foro di Bergamo

Enterprise Schedule — Business, Enterprise Online, On-Premise and VPS

Schedule B to the IndustryUX Master Subscription and Licence Terms — business customers only

Codice documento	IUX-EN-20
Versione	1.2
Data	2026-08-11
Set	ENTERPRISE (EN)
Destinatari	Business customers only — VAT-registered undertakings; consumers excluded
Lingua	English (authoritative)
Classificazione	Contractual document
Note	Schedule B to the Master Subscription and Licence Terms (IUX-EN-01)

This Enterprise Schedule (the "Schedule") is entered into between DEVIBRAIN S.R.L., a company incorporated under the laws of Italy, with registered office at Via Coghetti 6, 24128 Bergamo (BG), Italy, VAT number IT04507220160, certified electronic mail devibrain@pec.it (the "Provider (DevIBrain)", referred to in this Schedule as the "Provider"), and the business customer identified in the Order Form which incorporates this Schedule (the "Customer"). The Provider and the Customer are referred to individually as a "Party" and jointly as the "Parties".

Capitalised terms not defined in this Schedule have the meaning given to them in the Master Subscription and Licence Terms (document IUX-EN-01, the "Master Terms"). IndustryUX is a registered trade mark of DEVIBRAIN S.r.l.

Art. 1 — Purpose, scope and order of precedence

1.1 Purpose

This Schedule supplements the Master Terms for the enterprise channel. It governs the supply of the IndustryUX suite (3D Builder, Chart Builder, Tool Builder and the AI features) in the three enterprise variants described in art. 3, together with the professional services, service levels, security commitments and licence enforcement mechanics that apply to them.

1.2 Scope

This Schedule applies exclusively to business customers, as defined in art. 2. It does not apply to consumers, nor to the Trial and Base plans of the self-service shop, which are governed by the Shop Schedule (Schedule A, IUX-EN-10).

1.3 Order of precedence

The order of precedence of the contractual package is the single order set out in art. 2.3 of the Master Terms (IUX-EN-01), which applies to this Schedule and is not restated here. The annexes to which this Schedule refers are the Data Processing Agreement (IUX-EN-31), for matters of personal data protection; the Service Level Agreement (IUX-EN-30), for the technical parameters of the service; the Payment Terms (IUX-EN-37), for matters of payment; the security measures of art. 28 of this Schedule read together with Annex 2 to the Data Processing Agreement; the artificial-intelligence provisions of art. 29 of this Schedule; and, where executed, the addendum for financial entities of art. 30. Each of them applies within its own subject matter. A conflict is only a genuine incompatibility: a provision that adds to another without contradicting it applies in addition.

1.4 Language

The English text of this Schedule is the authoritative text. Any translation is provided for convenience only; in case of discrepancy the English text prevails.

1.5 No conflicting purchase terms

The Customer's general purchasing conditions, portal terms, supplier codes or purchase-order wording do not apply to this relationship and are hereby expressly rejected, even where the Provider performs after receiving them and even where they were not specifically objected to.

1.6 Complete agreement

This Schedule, the Master Terms, the Order Form and the annexes constitute the entire agreement of the Parties on their subject matter (the "Agreement") and supersede any prior correspondence, presentation, quotation or commercial material, including any earlier version of the on-premise contractual set. Amendments are valid only if made in writing and signed or accepted with one of the mechanisms of art. 34.

Art. 2 — Business-to-business eligibility; exclusion of consumers

2.1 Business representation

The Customer represents and warrants that it enters into the Agreement for purposes relating to its trade, business, craft or profession, and not as a consumer. This representation is an essential condition of the offering and of its pricing.

2.2 VAT identification is mandatory

The Customer must provide a valid VAT identification number. For customers established in the European Union the number is verified against the VIES system; for customers established outside the European Union an equivalent business registration or tax identification number is required. An order that is not accompanied by a valid identifier is refused, and no contract is concluded.

2.3 Consumer protection rules do not apply

The Parties acknowledge that Legislative Decree 206/2005 (Italian Consumer Code) and Directive 2011/83/EU do not apply to this Schedule. In particular there is no right of withdrawal within fourteen days, no legal guarantee of conformity for consumers, and no consumer forum. The mandatory protections of business customers under Italian and European law remain unaffected.

2.4 Consequence of a false representation

If it emerges that a person has concluded an enterprise contract while in fact acting as a consumer, the Provider may terminate the Agreement with immediate effect and refund the amounts paid for the period not yet used, without further liability. Mandatory consumer protections that apply by operation of law notwithstanding the representation remain unaffected, and that person is then directed to the Shop Schedule (Schedule A, IUX-EN-10).

2.5 Micro-enterprises and professionals

Micro-enterprises, sole traders and self-employed professionals holding a VAT number are business customers for the purposes of this Schedule and are treated as such in full.

Art. 3 — The three Enterprise variants

3.1 Variants

The enterprise offering consists of three variants, which the Order Form identifies for each supply:

1. **Business** — a self-service subscription for business customers, at EUR 149,00 per month, running in a dedicated environment operated by the Provider with 4 GB of storage, expandable, with direct access to the complete applications and without the License Manager; it includes no Machine licences, no Token packages and no team members.

2. **Enterprise Online** — the full cloud subscription, at EUR 249,00 per month, running in a dedicated environment operated by the Provider with 5 GB of storage, expandable, in which the applications are accessed and managed through the License Manager — management of job orders, Machines

and projects — with Machine licences and prepaid Tokens bound to each Machine; it includes one Named User Seat in addition to the account holder.

3. **On-Premise —** a per-Machine licence of the Software installed on a Server located at the Customer's premises and granted in bailment under art. 26, or, as an alternative delivery mode, on a managed dedicated virtual server under the VPS Appendix in art. 27, in both cases with an On-Premise Service Fee for each Machine and prepaid Tokens bound to each Machine. This variant is sold exclusively through the Contact Us channel of the platform, with offline negotiation, as set out in clause 34.3.

The Trial plan, free of charge, and the Base plan, at EUR 49,00 per month, belong to the self-service shop, are governed by the Shop Schedule (Schedule A, IUX-EN-10) and are recalled here only to complete the price list of the platform plans; they include no team members.

3.2 Comparison

Element	Business	Enterprise Online	On-Premise (Server or VPS)
Where the Software runs	Dedicated environment operated by the Provider, 4 GB of storage, expandable	Dedicated environment operated by the Provider, 5 GB of storage, expandable	Server at the Customer's premises, or managed dedicated virtual server
Access to the applications	Complete applications, direct access, without the License Manager	Complete applications, accessed and managed through the License Manager (job orders, Machines, projects)	Complete applications, on the Customer's installation
Licence metric	One subscription per account, no Machine licences and no Token wallets	Subscription plus one Token wallet per Machine	One Machine Licence per Machine, and a Token wallet per Machine
Team	None	One Named User Seat included in addition to the account holder; further Seats at the price list	As agreed in the Order Form
Minimum commitment	None beyond the current billing period	The subscription	100 Machines per Contract Year

Element	Business	Enterprise Online	On-Premise (Server or VPS)
Charges	EUR 149,00 per month	EUR 249,00 per month, plus prepaid Token packages (art. 8)	On-Premise Service Fee per Machine (art. 10) plus prepaid Token packages (art. 8)
Payment	In advance	In advance	30 / 30 / 40 for the first period, then semi-annual
Term	12 months, tacit renewal	12 months, tacit renewal	Calendar year, tacit renewal
How it is sold	Platform checkout, after the execution of art. 34	Platform checkout, after the execution of art. 34	Contact Us channel only, offline negotiation (art. 34)
Exit	Switching under art. 24	Switching under art. 24	Return of the Server (art. 26) or decommissioning of the instance (art. 27)

3.3 Combination and migration

The variants may be combined within the same Agreement, and the Customer may migrate from one to another at the end of a term, or earlier by agreement. Migration between variants does not detach a Token wallet from its Machine: the unused Tokens of a Machine remain bound to that Machine, follow it into the new variant at the value at which they were purchased, and continue to be usable for that same Machine. On-Premise Service Fees already paid for the current Contract Year are credited pro rata against the new configuration.

3.4 Not included

Hardware bundles for industrial PCs, AI training projects on the Customer's own data, and integrations with third-party systems that are not listed in art. 18 are quoted separately in the Order Form and are not included in any variant.

Art. 4 — Licence metrics and Entitlements

4.1 Definitions specific to this Schedule

"Entitlement" means the abstract set of rights of use purchased by the Customer, expressed in Licence Units, recorded in the License Manager and evidenced by Grants. "Licence Unit" means the unit by which an Entitlement is counted, which differs by variant as set out in clause 4.2. "Grant" means a digitally signed licence record issued by the Console as described in art. 5. "Machine" means each industrial machine, plant, line or item of equipment on which a Component is installed, embedded or operated. "Component" means a Custom Web Control or other runtime artefact generated with the Software and deployed on the human-machine interface or supervisory system of a Machine. "Final Deliverables" means the outputs produced by the Customer with the Software, such as exported Components and their configuration. "IndustryUX Source Assets" means the source project files, libraries and templates of the Software, which are and remain the property of the Provider. "Contract Year" means the twelve-month period of the term or, for the On-Premise variant, the calendar year. "Licensed Volume" means the number of Machines declared in the Order Form for a Contract Year. "Console" and "License Manager" mean the Provider's systems that issue and register Entitlements and Grants. "Order Form" means the Order within the meaning of the Master Terms, in the form generated for the enterprise channel.

For the avoidance of doubt, the terms of this Schedule and those of the Master Terms designate the same objects: "Component" has the meaning of "Generated Application" in the Master Terms; "Machine" has the meaning of "Designated Asset" or "Designated Machine"; and "Named User Seat" has the meaning of "Authorised User".

4.2 Licence Units by variant

Variant	Licence Unit	How it is recorded
Business	One subscription per account, with direct access to the applications; no Named User Seats, no Machine licences and no Token wallets	Entitlement per subscription, one Grant per subscription
Enterprise Online	One subscription per account, one Named User Seat included in addition to the account holder, plus one Token wallet per Machine	Entitlement per subscription, one Grant per Machine and one Grant per Seat
On-Premise and VPS	One Machine Licence per Machine, covering all the applications, plus one Token wallet per Machine	Entitlement per Contract Year, one Grant per Machine

4.3 Identification of a Machine

A Machine is identified by manufacturer, type or model and serial number, or, where a serial number is not available, by the equipment identifier assigned by the Customer and recorded in the Console. Each physical machine, plant or line counts as one Machine, irrespective of the number of panels, operator terminals or browsers from which the Component is displayed. Replacement of the control hardware of an existing Machine does not create a new Machine, provided the identifier is updated in the Console. Up to three non-production instances per Contract Year, used solely for engineering, testing or training, do not count as Machines and do not require a Machine Licence. The binding of Entitlements and of Token wallets to a Designated Machine is governed by art. 5.3 of the Master Terms (IUX-EN-01), which applies to this Schedule in full; the update of the identifier provided for in this clause is not a transfer of the Entitlement or of the wallet to another Machine, because the Machine remains the same and only its control hardware changes.

4.4 Named User Seats

A Named User Seat is assigned to one identified individual and may not be shared or used concurrently by several persons. A Seat may be reassigned permanently when the individual changes role or leaves the Customer's organisation, and in any other case no more than once every thirty days. The Enterprise Online plan includes one Named User Seat in addition to the account holder; further Seats may be purchased at the price list published on the platform. The Business plan, like the Trial and Base plans of the self-service shop, includes no team members and no Named User Seats.

4.5 Token wallet, permanently bound to its Machine

For the Enterprise Online, On-Premise and VPS variants alike, Tokens are credited to a wallet bound to a specific Machine, which is the Designated Machine of that wallet. The binding is permanent and lasts for the whole life of that Machine. The Tokens of a wallet may be used for any property, export, activity or other consumption relating to the same Machine, at the values of clause 8.3, and are consumed when the corresponding operation is performed for that Machine.

Tokens are never transferred to another Machine, are not pooled or shared across Machines, are not reallocated on request, are not moved between the Customer and its affiliates identified in the Order Form, and are not converted into a credit against other charges, into another Entitlement or into a refund, save only for the rights which the applicable law does not permit to be excluded. Replacement of the control hardware of the same Machine, with the identifier updated in the Console under clause 4.3, is not a transfer: the wallet follows the identity of the Machine.

Where a Machine is decommissioned, scrapped or otherwise permanently withdrawn from service, the unused Tokens of its wallet remain bound to that Machine and cease to be usable, and no credit and no refund is due in respect of them. The Tokens governed by this clause are distinct from the prepaid credits of the platform wallet of the self-service shop, which are governed by the Shop Schedule (Schedule A, IUX-EN-10) and are subject to their own period of validity.

4.6 What does not require a Licence Unit

The operation and display of a Component already deployed on a Machine does not require any per-operator, per-seat or per-session fee. No fee is due for the plant operators who use the Machine.

4.7 Declared and installed volume

The Licensed Volume declared in the Order Form is the basis of invoicing. The number of Machines on which Components are actually installed is measured through the Grants described in art. 5 and reconciled once per Contract Year under art. 12.

Art. 5 — Grants, activation and technical enforcement

5.1 Grants

Entitlements are represented by Grants, that is licence records digitally signed by the Console with an elliptic-curve digital signature (ECDSA on the P-256 curve) and registered in the License Manager. Each Grant records at least a unique identifier, the Entitlement to which it belongs, the identifier of the Seat or of the Machine, the applications covered, the validity period and the issuer.

5.2 Delivery of Grants

For Business and Enterprise Online, Grants are issued automatically upon confirmation of the order by the commerce platform and are delivered online. For On-Premise and VPS, Grants are delivered as a signed licence file or as an activation code, and are installed on the Server or on the managed instance.

5.3 Offline operation and grace period

Where the Server or the Machine has no connectivity, the Software continues to operate on the basis of the Grants already installed for a grace period of thirty days from the last successful validation. The Provider may extend the grace period in writing for plants that are permanently disconnected.

5.4 Enforcement never stops a Machine

Expiry, suspension or non-renewal of a Grant acts only on the engineering, publishing and export functions of the Software and on the issuing of new Grants. In no case does it stop, block, degrade or remotely disable a Component already installed and operating on a Machine, and in no case does it interfere with the operation, control or safety functions of the Customer's industrial equipment.

5.5 Grants as evidence

The Parties agree that the records of the Grants issued and validated by the License Manager are the reference measurement for the reconciliation under art. 12 and for the audit under art. 20, without prejudice to the right of either Party to prove the contrary by any means. The Provider makes the relevant extract available to the Customer together with each reconciliation statement.

5.6 Validation telemetry

Licence validation transmits only the technical data necessary for that purpose: Grant identifier, Machine or Seat identifier, version of the Software and of the Component, activation and validation counters, and time stamps. It does not transmit process data, drawings, project files, production data or personal data other than the technical identifiers of the account. Where a plant is not connected, validation may be relayed by a local collector installed on the Server, or replaced by a monthly report signed by the Customer and listing the Machines activated.

5.7 Anti-circumvention

The Customer shall not remove, alter, emulate or circumvent the Grants, the signature verification or any other technological protection measure of the Software, nor authorise any third party to do so. Such measures are protected under Article 102-quater of Law 633/1941.

Art. 6 — Business, the self-service business subscription

6.1 Object

Business is a subscription for VAT-registered undertakings, activated online, which gives access to the complete IndustryUX applications in a dedicated environment operated by the Provider, with 4 GB of storage, expandable at the price list. Access to the applications is direct and does not pass through the License Manager.

6.2 Metric and charges

Business is licensed as a single subscription per account. The fee is EUR 149,00 per month, net of value added tax, as stated in clause 8.1; the billing frequency and any annual billing option are those of the price list published on the platform at the time of the order, as confirmed in the Order Form generated at checkout. Consumption features, including the licensed downloads of Generated Applications, one single-use licence per download, are paid through the prepaid credits of the platform wallet of the account, governed by the Shop Schedule (Schedule A, IUX-EN-10).

6.3 Term and billing

The term of a Business subscription is twelve months from activation, renewed tacitly for successive periods of twelve months. Either Party may terminate a Business subscription at any time, and for the Business plan the termination takes effect at the end of the current billing period, without the sixty days' notice, which applies to the Enterprise Online, On-Premise and VPS variants. Billing may be monthly or annual, in advance in both cases; the billing frequency does not alter the term.

6.4 What Business does not include

Business does not include the License Manager or its management of job orders, Machines and projects, Machine licences, Token packages bound to a Machine, Named User Seats or any team member in addition to the account holder, an on-premise installation, or the included customisation effort of art. 18. Service levels are those of art. 17.

6.5 Upgrade

The Customer may upgrade from Business to Enterprise Online at any time. The unused portion of the Business fees for the current term is credited in full against the Enterprise Online charges. The prepaid credits of the platform wallet remain on the account and continue to be governed by the Shop Schedule; once Tokens are credited to the wallet of a Machine, they are governed by clause 4.5.

Art. 7 — Enterprise Online: dedicated environment, License Manager and Token wallet

7.1 A single subscription fee

The Enterprise Online variant is supplied against a single subscription fee of EUR 249,00 per month, net of value added tax, as stated in clause 8.1, which includes the dedicated environment described in clause 7.2. No separate hosting fee exists, and the Dedicated Hosting Base and Plus tiers of the earlier price list no longer exist; this clause replaces and supersedes any earlier or contrary statement providing for them.

7.2 Dedicated environment and License Manager

The Enterprise Online environment provides a dedicated application instance, a dedicated database, dedicated storage of 5 GB, expandable at the price list, network isolation from other tenants, and the service levels of art. 17. The applications are accessed and managed through the License Manager, which manages the Customer's job orders, Machines and projects and records the Entitlements and the Grants of art. 5. The subscription includes one Named User Seat in addition to the account holder, under clause 4.4.

7.3 Tokens

Consumption features are paid with prepaid Tokens. One Token has a list value of EUR 0,10, net of value added tax. Tokens are purchased in packages (art. 8), are credited to a wallet bound to a Machine (clause 4.5), and are consumed when the corresponding operation is performed.

7.4 Tokens do not expire, and are not converted into money

Tokens are not subject to any period of validity: they do not lapse with the passage of time and are not forfeited by the mere expiry of a period, and they remain available for the Machine of their wallet for the whole life of that Machine. In exchange for that stability, and as provided in clause 4.5, Tokens are not converted into a credit against other charges, into another Entitlement or into a refund, whether on expiry, on termination, on switching or in any other case, save only for the rights which the applicable law does not permit to be excluded. The consequences of the decommissioning of a Machine are those set out in clause 4.5.

7.5 Transferability

Tokens may not be sold or transferred to a third party. They are bound to the Designated Machine of their wallet under clause 4.5, are not placed in a pool, are not reallocated to another Machine and are not reallocated between the Customer and its affiliates identified in the Order Form. The update of the identifier of the same Machine under clause 4.3 is not a transfer.

7.6 Location of data

The Enterprise Online instance and its backups are hosted within the European Economic Area, with the primary region in Italy. Any processing outside the European Economic Area is subject to art. 22.

Art. 8 — Enterprise charges: subscription fees, Token packages and consumption

8.1 Subscription fees of the platform plans

Plan	Monthly fee, net of VAT	Governing provisions
Base	EUR 49,00	Shop Schedule (Schedule A, IUX-EN-10)
Business	EUR 149,00	Art. 6 of this Schedule
Enterprise Online	EUR 249,00	Art. 7 of this Schedule

The Trial plan is free of charge. Annual billing of the subscription fees is available at the conditions of the Price List; where an annual amount is required for the Enterprise Online plan, it is EUR 2.988,00 per year. The Enterprise Online fee includes the dedicated environment of clause 7.2; no separate hosting fee exists.

8.2 Token packages

The following packages are the single Token price list of the enterprise channel, and are purchased for each Machine in the Enterprise Online, On-Premise and VPS variants alike.

Package	Tokens	Price, net of VAT	Effective price per Token
XS	3.500	EUR 350	EUR 0,100
S	8.500	EUR 810	EUR 0,0953
M	17.000	EUR 1.530	EUR 0,090
L	30.000	EUR 2.550	EUR 0,085

Package	Tokens	Price, net of VAT	Effective price per Token
XL	75.000	EUR 5.625	EUR 0,075

Volumes above the XL package are quoted on request, and never at a unit price higher than that of the XL package.

8.3 Token consumption

The following consumption values are those of the components of the applications, and apply in the Enterprise Online, On-Premise and VPS variants alike.

Operation	Tokens	List value at EUR 0,10 per Token
3D export of a Component (3D Builder)	3.000	EUR 300
Additional property on an exported Component	50	EUR 5
Chart export (Chart Builder), traces included	1.500	EUR 150
Tool and media export (Tool Builder)	1.000	EUR 100
Activation of the AI chatbot on a Machine	5.000	EUR 500

The euro values in the third column are the list values of the Tokens consumed. The amount actually borne by the Customer depends on the package purchased and on the discounts of art. 9.

8.4 Entry configuration

The minimum Enterprise Online configuration is the subscription and one XS package for the first Machine, that is EUR 2.988,00 of subscription plus EUR 350 of Tokens, equal to EUR 3.338,00 for the first year net of value added tax. This clause concerns the Enterprise Online variant only.

8.5 General

All amounts are net of value added tax. The subscription fees of clause 8.1 are monthly and are due per subscription; the On-Premise Service Fee of art. 10 is annual. The Token packages of clause 8.2 and the consumption values of clause 8.3 apply also to the On-Premise and VPS variants, where they are purchased for each Machine in addition to the On-Premise Service Fee of art. 10, and where the Tokens are consumed by the components of the applications installed on that Machine. AI training projects and industrial personal computer bundles are quoted separately.

Art. 9 — Discounts on Token packages

9.1 Size discount

The size discount is already included in the package prices of clause 8.2, and progressively reduces the effective price of the Token from EUR 0,100 for the XS package to EUR 0,075 for the XL package. It is not applied a second time.

9.2 Quantity discount

Token packages in the same order	Discount
1 to 3	0%
4 to 10	-5%
11 to 25	-10%
26 to 50	-15%
51 to 100	-20%
101 and above	-25%

9.3 How the quantity discount is applied

The quantity discount is determined by the number of Token packages contained in the same Order, in whichever enterprise variant those packages are purchased, and is applied to the whole of that Order. No other basis of computation is used, and in particular the number of Designated Machines is not a basis of computation. The discount applies to Token packages only, and neither to the subscription fees of clause 8.1 nor to the On-Premise Service Fee of clause 10.3, both of which are fixed.

9.4 A single volume mechanism for the whole enterprise channel

The quantity discount of clause 9.2 is the only volume mechanism of the enterprise channel. It applies to the Token packages of every enterprise variant, on the basis of the packages contained in the same Order, and it is never applied to the subscription fees of clause 8.1 or to the On-Premise Service Fee, which are fixed amounts and are not discounted. No discount computed by marginal brackets on the annual Licensed Volume exists, and no fee is elected, priced or discounted per application; this clause replaces and supersedes any earlier or contrary statement, in any document, providing for such a mechanism.

9.5 Other discounts

Any further discount is valid only if stated in the Order Form. Discounts granted for one Contract Year do not create an entitlement for subsequent years.

Art. 10 — On-Premise and VPS: licence metric, Service Fee and minimum volume

10.1 Object

In the On-Premise variant the Software is installed on a Server located at the Customer's premises and granted in bailment under art. 26, or, as an alternative delivery mode, on a managed dedicated virtual server operated by the Provider under art. 27. The two delivery modes are charged in the same way, namely with the On-Premise Service Fee of clause 10.3 for each Machine and with the prepaid Token packages of clause 8.2, consumed at the values of clause 8.3. In the physical Server delivery the bailment of the Server is governed by art. 26 and no rental is due for it; in the VPS delivery the Service Fee also covers the hosting of the dedicated virtual server, and no separate hosting or subscription fee is due. The variant does not include the shared cloud environment. The variant is sold exclusively through the Contact Us channel of the platform: no platform checkout applies, the platform refers the Customer to the contact form, and negotiation and invoicing are handled directly with the Customer's purchasing office, as set out in clause 34.3.

10.2 Metric

One Machine Licence is due for each Machine on which a Component is installed, embedded or operated. The Machine Licence covers all the applications of the IndustryUX suite, which are accessible in this variant as in the others; no application is elected, priced or invoiced separately. The licence is non-exclusive, non-transferable and limited to the duration of the Agreement, subject to art. 25.

10.3 Annual charges

Charge	Amount, net of VAT
On-Premise Service Fee	EUR 1.500 per Machine per Contract Year

The On-Premise Service Fee covers the activation, the maintenance and the updating of the On-Premise service and, in the VPS delivery, the hosting of the dedicated virtual server. It is a fixed amount and is not discounted. The use of the applications on each Machine is paid separately with the prepaid Token packages of clause 8.2, at the consumption values of clause 8.3.

10.4 The Service Fee is annual and recurring

For the avoidance of any doubt, the On-Premise Service Fee stated in clause 10.3 is an annual recurring fee per Machine and per Contract Year. It does not constitute a one-off payment and does not confer a perpetual licence, except for the Legacy Grants provided for in art. 25. The Token packages are prepaid, are credited to the wallet of the Machine for which they are purchased and are governed by clause 4.5.

10.5 Annual minimum

The minimum commitment is 100 Machines per Contract Year. The resulting minimum charge is therefore EUR 150.000 of On-Premise Service Fee per year, net of value added tax, to which are added the Token packages purchased for those Machines. The Service Fee is not discounted; the Token packages carry the discounts of art. 9, as confirmed by art. 11.

10.6 First, partial period

Where the Agreement is activated during the calendar year, the first period runs from signature to 31 December. The number of Machines for that period is the annual minimum of 100 Machines reproportioned to the number of calendar months of the period, that is 100/12 per month, rounded up to the next whole Machine, and the Service Fee is reproportioned accordingly. The first period may in no case be charged for a number of Machines exceeding the annual minimum so reproportioned. By way of example, activation on 1 August produces five months, that is 42 Machines, that is EUR 63.000 of On-Premise Service Fee. The Token packages purchased for those Machines are added to that amount and are not reproportioned.

10.7 No volume limits on the Server

The On-Premise variant does not impose any limit on storage space or on the number of properties, and uses the resources of the Server.

10.8 AI features

The AI features are not included in the On-Premise Service Fee. Where they are ordered, they require the AI-ready configuration which, for the On-Premise and VPS deliveries, is specified and quoted in the Order Form, and are paid with the Tokens of clause 8.2, consumed at the values of clause 8.3.

Art. 11 — On-Premise and VPS: invoicing and volume treatment

11.1 The Service Fee is fixed and is not discounted

The On-Premise Service Fee of clause 10.3 is a fixed amount for each Machine and for each Contract Year. It is not reduced by any volume discount, by any bracket and by any other mechanism, whatever the Licensed Volume of the Contract Year. This clause replaces and supersedes any earlier or contrary statement, in any document, providing for a discount ladder computed on the licensed volume, for bracket rates per Machine or for fees elected per application.

11.2 The Token packages follow the discounts of art. 9

The Token packages purchased for the Machines of this variant carry the size discount already included in the prices of clause 8.2 and the quantity discount of clause 9.2, which under clause 9.4 is the single volume mechanism of the enterprise channel. The quantity discount is computed on the number of Token packages contained in the same Order, and no other discount mechanism applies to this variant.

11.3 Expansion in blocks of 50

Above the minimum of 100 Machines, expansion is ordered in blocks of 50 Machines. Each block is invoiced at the full On-Premise Service Fee for each of the Machines it contains, together with the Token packages ordered for those Machines; no bracket rate is applied to a block, and a block is never split for pricing purposes.

11.4 Worked example

A Licensed Volume of 300 Machines is charged as 300 times EUR 1.500, that is EUR 450.000 of On-Premise Service Fee for the Contract Year, to which are added the Token packages ordered for those Machines. Where, for example, the same Order contains 30 Token packages, those packages carry the quantity discount of -15% under clause 9.2, while the Service Fee of EUR 450.000 remains unchanged, being fixed under clause 11.1.

11.5 Recomputation each year

The Licensed Volume is recomputed at the beginning of each Contract Year, and the On-Premise Service Fee is invoiced on the volume of that year. A reduction of the volume does not give rise to any recalculation of the amounts of previous years.

Art. 12 — Annual reconciliation of declared and installed Machines

12.1 Object

At the end of each Contract Year the Provider reconciles the Licensed Volume declared in the Order Form with the number of Machines on which Components result installed according to the Grants recorded in the License Manager (art. 5).

12.2 Statement and objection

The Provider sends the Customer a reconciliation statement, with the extract of the Grants on which it is based, within thirty days of the end of the Contract Year. The Customer may object in writing within fifteen days, giving reasons and evidence. In the absence of a reasoned objection within that period the statement is deemed agreed. The reconciliation invoice or credit note follows the expiry of that period without objection, or the settlement of the objection.

12.3 Installed Machines exceeding the declared volume

The difference is invoiced at the On-Premise Service Fee applicable to those additional Machines under clause 10.3, pro rata for the months of their actual activation. Where an additional Machine has consumed Tokens without a Token package having been purchased for its wallet, the XS package of clause 8.2 is invoiced in addition for that Machine. No penalty is due where the excess is regularised on the statement. Where the excess is discovered in the course of an audit and exceeds 5% of the Licensed Volume, the Customer also bears the reasonable costs of that audit, as provided in art. 20.

12.4 Installed Machines below the declared volume

The annual minimum of 100 Machines remains due in all cases, that is EUR 150.000 of On-Premise Service Fee for the Contract Year. Above that minimum, the Customer receives a credit note computed on the On-Premise Service Fee for the Machines declared and not activated, up to a maximum of 10% of the Licensed Volume, usable against the charges of the following Contract Year. No cash refund is due. Token packages already credited to a wallet are not affected by the reconciliation and remain governed by clause 4.5.

12.5 Enterprise Online

No reconciliation applies to the Enterprise Online variant, where consumption is governed by the Token wallet and by art. 7.

12.6 Records

Each Party keeps the reconciliation statements and the underlying records for five years.

Art. 13 — Payment terms

13.1 Business and Enterprise Online: payment in advance

The Business and Enterprise Online subscription fees are invoiced in advance according to the billing frequency elected in the Order Form. Token packages are prepaid and are credited to the wallet upon receipt of payment. Renewals are invoiced thirty days before the renewal date. Payment is made by bank transfer or by the payment methods available on the platform, including the Nexi payment gateway.

13.2 On-Premise and VPS: first period

The charge for the first, partial period computed under clause 10.6 is paid in three instalments: 30% on signature, together with the customisation and the provision of the Server; 30% on successful completion of the first Factory Acceptance Test under art. 16; 40% on Completion as defined in clause 16.6.

13.3 On-Premise and VPS: subsequent Contract Years

From 1 January of each subsequent calendar year the On-Premise Service Fee for the guaranteed minimum is invoiced semi-annually, on 1 January and on 1 July, in blocks of 50 Machines. Expansion blocks ordered during the year are invoiced upon activation of the corresponding Grants. Token packages for the Machines of this variant are prepaid and are credited to the wallet of the Machine for which they are purchased upon receipt of payment. The reconciliation invoice or credit note of art. 12 is issued after the statement has been agreed.

13.4 Payment term and method

Invoices are payable within thirty days of the invoice date, by bank transfer to the account stated on the invoice. For the On-Premise and VPS variants payment is made by bank transfer only. Invoices are issued electronically through the Italian Interchange System for customers established in Italy, and by electronic mail or certified electronic mail for other customers.

13.5 Late payment

Late payment gives rise, without any need for a reminder, to interest at the rate provided by Legislative Decree 231/2002, published half-yearly by the Italian Ministry of Economy and Finance, together with the fixed recovery cost of EUR 40 per invoice provided by that decree, without prejudice to the recovery of higher costs actually incurred. The applicable rate is the one published for the half-year in which the delay occurs; no rate is fixed in this Schedule.

13.6 Suspension

Where an invoice remains unpaid, the Provider may suspend support, updates, the issuing and renewal of Grants and access to the cloud engineering environment, until payment, following the reminder, cure and suspension sequence set out in art. 14 of the Payment Terms (IUX-EN-37). Suspension never affects Components already installed and operating on Machines, in accordance with clause 5.4.

13.7 No set-off

The Customer may not suspend or reduce payment, nor set off any amount, except in respect of counterclaims that are undisputed by the Provider or established by a final and enforceable decision.

13.8 Taxes

All amounts are net of value added tax and of any other applicable tax or duty, which is charged in addition according to the applicable rules, including the reverse-charge mechanism where it applies. Where any withholding tax applies, the amounts payable are increased so that the Provider receives the amount it would have received in the absence of the withholding.

13.9 Currency

All amounts are expressed and payable in euro.

Art. 14 — Term, renewal and termination

14.1 Enterprise Online, and Business by reference

For the Enterprise Online variant the term is twelve months from activation and renews tacitly for successive periods of twelve months, unless either Party gives written notice at least sixty days before the end of the current term. For the Business plan the term, the renewal and the effect of a termination are those of clause 6.3, and the sixty days' notice does not apply.

14.2 On-Premise and VPS

The term runs on a calendar-year basis. The first period runs from signature to 31 December and is computed under clause 10.6. The Agreement renews tacitly for each subsequent calendar year, unless either Party gives written notice by 31 October, that is at least sixty days before 31 December. Notice of termination is given by certified electronic mail or by registered letter.

14.3 Express termination clause

The Provider may terminate the Agreement with immediate effect, by written notice under Article 1456 of the Italian Civil Code, where the Customer: fails to pay an invoice at the end of the reminder, cure and suspension sequence set out in art. 14 of the Payment Terms (IUX-EN-37), which is the only such sequence applicable to the Agreement; uses the Software beyond the Entitlement or in breach of art. 4 or art. 20; carries out or permits reverse engineering or circumvention under clause 5.7; transfers or sublicenses the Software without authorisation; breaches art. 31; or becomes subject to an insolvency procedure, to the extent permitted by the applicable insolvency law.

14.4 Termination by the Customer for cause

The Customer may terminate the Agreement with effect from the end of the calendar month where the monthly availability of the Business, Enterprise Online or VPS service has been below the applicable target for three consecutive months, or where the Provider is in material breach and has not remedied it within thirty days of a written notice.

14.5 No termination for convenience during a term

Save for the rights conferred by art. 15 and by mandatory law, neither Party may terminate for convenience during a current term. Charges already accrued for the current term remain due.

14.6 Effects

The effects of expiry or termination are governed by art. 24, art. 25, art. 26 and art. 27.

Art. 15 — Changes to charges

15.1 Stability during the term

The charges stated in the Order Form are fixed for the whole of the current term. There is no automatic indexation.

15.2 Change at renewal only

The Provider may change the charges, the Token list value or the consumption table with effect from the beginning of a renewal term, by written notice given at least sixty days before the end of the current term.

15.3 Right to terminate

Where a change is notified under clause 15.2, the Customer may terminate the Agreement with effect from the end of the current term by written notice given within thirty days of receiving the notice of change, even where the ordinary notice period of art. 14 has already expired. In the absence of such notice the change is deemed accepted.

15.4 Tokens already purchased

Tokens already purchased retain the value and the consumption table in force at the time of their purchase and are not affected by a subsequent change. They do not lapse, and unused Tokens are treated under clause 7.4.

Art. 16 — Acceptance testing and Completion

16.1 Definition

"Factory Acceptance Test", or FAT, means the functional acceptance test of the On-Premise or VPS supply, executed jointly by the Parties on the Server or on the managed instance, remotely or at the site agreed in the Order Form.

16.2 Test protocol and scope

The Provider submits the test protocol at least ten business days before the test. Unless the Order Form provides otherwise, the protocol verifies: the installation of the applications on the Server; the connection to the existing human-machine interface or supervisory protocol of the Customer; the import and export functions; the execution of at least one complete engineering workflow producing a Final Deliverable; and the issuing and validation of the Grants for a pilot batch of at least five Machines.

16.3 Execution and minutes

The test is executed within fifteen business days of the notice of readiness. The Parties sign minutes recording the outcome and any defects.

16.4 Defects

Defects that do not prevent the use of the supply are recorded in a punch list, do not prevent acceptance, and are corrected within twenty business days. Defects that prevent the use of the supply cause the test to fail; the Provider corrects them and a new test is executed within twenty business days. Where the second test also fails for reasons attributable to the Provider, the Customer may terminate the Agreement and obtain the refund of the amounts paid, less the value of the services already rendered and accepted.

16.5 Deemed acceptance

Where the Customer does not attend the test on the agreed date, or does not sign the minutes within ten business days without identifying in writing a defect that prevents the use of the supply, the test is deemed passed.

16.6 Completion

"Completion" means the earlier of: the activation of the Grants on the first 100 Machines; or the expiry of sixty days from the successful completion of the first Factory Acceptance Test. The instalment referred to in clause 13.2 becomes due on Completion. This clause is the single definition of Completion for the whole contractual package: art. 6.4 of the Payment Terms (IUX-EN-37) and art. 9.7 of the Master Terms (IUX-EN-01) refer to it and do not restate it.

Art. 17 — Service levels and support

17.1 Availability

The monthly availability target of the Enterprise Online, VPS and Business services is 99,5%, measured over each calendar month. Where the Order Form elects the Premium level, the target is 99,9% and the charge for the Premium level is computed on the base set out in art. 3.5 of the Service Level Agreement (IUX-EN-30), namely 15% of the recurring fees, being the subscription fees or, for On-Premise and VPS supplies, the On-Premise Service Fee due for the machines covered, consumption excluded. That base is the only base of computation of the Premium charge.

17.2 Exclusions from the measurement

Planned maintenance notified under clause 17.3, unavailability attributable to the Customer's network, equipment, configuration or to third-party services procured by the Customer, force majeure under art. 32, and suspension under clause 13.6 are excluded from the measurement. The infrastructures used by the Provider to provide the Services are not excluded from the measurement, in accordance with art. 5.2 of the Service Level Agreement (IUX-EN-30).

17.3 Maintenance windows

The maintenance windows, their maximum monthly duration and the notice given for planned maintenance are those set out in artt. 3.2 and 7.1 of the Service Level Agreement (IUX-EN-30). Emergency security maintenance may be carried out at any time, with the notice reasonably possible in the circumstances.

17.4 Service credits

Service credits are governed by art. 9 of the Service Level Agreement (IUX-EN-30), which sets out the availability bands, the amount of the credit, the cap and the procedure for claiming it. Service credits do not exclude any other remedy for unavailability: clause 14.4, the chronic-failure remedy of the Service Level Agreement and the remedies provided by law remain unaffected.

17.5 Support

Severity	Description	First response	Workaround or correction target
S1	Service unavailable, or engineering activity blocked	2 business hours	8 business hours
S2	Major function unusable, no workaround available	4 business hours	2 business days
S3	Minor function affected, workaround available	1 business day	Next scheduled release
S4	Question or change request	3 business days	By agreement

The support window is Monday to Friday, 09:00 to 18:00 Central European Time, excluding Italian public holidays. Extended coverage is quoted in the Order Form.

17.6 On-Premise support

For the On-Premise variant, support consists of remote assistance, correction of anomalies and the new product features released during the term, which are included at no additional charge. Access is remote by preference and on site only in extreme cases, in accordance with art. 19. Where the Customer requires an on-site intervention that is not attributable to a fault of the Provider, travel and accommodation are charged at cost.

17.7 Versions

Security corrections are provided for the current major version and for the immediately preceding one. Upgrades to new major versions are included for the duration of the Agreement.

Art. 18 — Customisation and included development

18.1 Included customisation

The following customisations are included: additional import and export functions; additional alarms; and the adaptation of the communication protocol with the Customer's existing human-machine interface or supervisory system.

18.2 Included effort

The customisations of clause 18.1 are included within a limit of ten person-days per Contract Year for the On-Premise and VPS variants, and five person-days per Contract Year for the Enterprise Online variant. The Business plan does not include customisation effort. Unused days do not carry over to the following year.

18.3 Effort beyond the limit

Work beyond the included effort, and any customisation not listed in clause 18.1, is quoted in writing in advance and is invoiced at the day rate stated in the Order Form. No work beyond the limit is started without the Customer's written approval of the quotation.

18.4 Ownership of customisations

The results of the customisations, including any modification, extension or library, belong exclusively to the Provider and are licensed to the Customer under the same terms as the Software. Information on the Customer's processes and plants used to produce them remains confidential under art. 21 and is not reused in a way that discloses it.

18.5 Requests

Customisation requests are submitted through the support channel indicated in the Order Form and are logged. The Provider replies with an assessment or a quotation within ten business days.

Art. 19 — Provider access and Customer obligations

19.1 Access by the Provider

Subject to prior agreement with the Customer, the Provider may access the Server or the managed instance, remotely by preference and on site only in extreme cases, for security checks, correction of anomalies and validation of licences. The same rule applies to the bailment under art. 26.

19.2 Traceability of access

Access is performed with personal and traceable credentials by named personnel notified to the Customer. Remote sessions are logged, and the logs are retained for twelve months and made available to the Customer on request. The Customer may attend and record any session.

19.3 Customer obligations

The Customer shall: provide a suitable environment, power supply and connectivity for the Server; use the Software with diligence and in accordance with the documentation; refrain from tampering with, decompiling or reverse engineering the Software, save for the acts permitted by mandatory law under clause 20.2; refrain from installing unauthorised software on the Server; keep its own backups of the data residing on its network; notify anomalies without delay; and cooperate in good faith in the execution of the tests of art. 16.

19.4 Authorisation of third-party software on the Server

Where the Customer needs to install other software on the Server, it submits a written request through the support channel. The Provider replies within five business days. Authorisations, and the corresponding conditions, are recorded in a register kept by the Provider and available to the Customer.

19.5 Responsibility for the plant

The Customer remains solely responsible for the design, safety, compliance, commissioning and operation of its machines and plants, and for the decisions taken on the basis of the outputs produced with the Software.

Art. 20 — Intellectual property, reverse engineering and licence audit

20.1 Ownership

The Software, its source code, the IndustryUX Source Assets, the libraries, the models, the documentation and any development carried out by the Provider are and remain the exclusive property of the Provider. The Agreement transfers no ownership right, and confers only the rights of use expressly granted.

20.2 Restrictions and mandatory exceptions

The Customer shall not sublicense, rent, lend, distribute, make available to third parties as a service bureau, or copy the Software beyond the copies strictly necessary for backup. The Customer shall not decompile or disassemble the Software, save for the acts of decompilation and observation permitted by Articles 64-ter and 64-quater of Law 633/1941, which the Parties acknowledge may not be excluded by contract, and provided the Customer has first requested the necessary interoperability information from the Provider, which shall supply it within thirty days on reasonable terms.

20.3 Audit

The Provider may verify compliance with the Entitlements once every twelve months, on thirty days' written notice, during business hours, remotely by preference. Where an on-site audit is necessary, it is limited to what is strictly required, the auditors are bound by confidentiality, and they have no access to the Customer's process or production data beyond what is necessary to count the Machines. The costs of the audit are borne by the Provider, unless the audit reveals a shortfall exceeding 5% of the Licensed Volume, in which case they are borne by the Customer, in addition to the amounts due under art. 12.

20.4 Verification after termination

For twenty-four months after the end of the Agreement, the Provider may verify, once, that no new installation of Components, and no installation of applications derived from the code of the Software, has taken place on Machines other than those covered by the Legacy Grants of art. 25. The verification is carried out remotely, or, at the Customer's option, replaced by a written statement signed by a legal representative of the Customer. Any activity of that kind constitutes an infringement of intellectual property rights and entitles the Provider to act in the competent forum.

20.5 Third-party and open-source components

The Software incorporates third-party components whose licences and notices are made available with the documentation. Nothing in the Agreement obliges either Party to disclose its own source code.

20.6 Feedback

Where the Customer provides suggestions or feedback on the Software, the Provider may use them without restriction and without any obligation of payment, provided that no confidential information and no data of the Customer is disclosed.

Art. 21 — Confidentiality and trade secrets

21.1 Mutual obligation

Each Party keeps confidential the technical, commercial, economic and organisational information of the other Party, in whatever form, including the Software, its code, the IndustryUX Source Assets, and the processes, plants and know-how of the Customer, and uses it solely for the purposes of the Agreement. The obligation lasts for the whole of the relationship and for five years after its end.

21.2 Exclusions

The obligation does not apply to information that is or becomes public without breach, that was already lawfully known, that is developed independently without use of the confidential information, or whose disclosure is required by law or by a competent authority, in which case the disclosing Party gives prior notice where lawful.

21.3 Permitted recipients

Confidential information may be disclosed to employees, consultants, subcontractors and professional advisers who need to know it for the purposes of the Agreement, provided they are bound by equivalent obligations. Each Party remains liable for their acts and omissions as for its own.

21.4 Return and destruction

On request at the end of the relationship, each Party returns or destroys the confidential information of the other within thirty days and confirms in writing. Copies retained in routine backups may be kept until their ordinary deletion and remain subject to this article.

21.5 Trade secrets and remedies

The confidential information of each Party constitutes a trade secret protected by Articles 98 and 99 of the Italian Industrial Property Code and by Legislative Decree 63/2018. A breach of this article entitles the aggrieved Party to compensation of the damage actually suffered and to the interim and protective measures provided by law, in particular by Articles 121-bis and 131 of the Italian Industrial Property Code. No liquidated damages are agreed for a breach of this article.

21.6 Relationship with the non-disclosure agreement

The separate mutual non-disclosure agreement executed between the Parties remains in force. Where its provisions and this article both apply, the provision that is more protective of the disclosing Party prevails.

Art. 22 — Personal data protection

22.1 Roles

The Customer is the controller of the personal data residing on its network and in its projects. The Provider acts as processor for the support and remote-access activities and, for the Business, Enterprise Online and VPS variants, for the hosting of the environment. The Provider acts as an independent controller for account, contract and billing data.

22.2 Data Processing Agreement

The Data Processing Agreement is executed for all three variants, including On-Premise, and forms an integral part of the Agreement. Its scope of application to the On-Premise variant is the one defined in art. 16 of the Data Processing Agreement, so that it operates where the Provider actually accesses personal data in the clear. No support or remote access is performed before it is in force.

22.3 Sub-processors

The list of sub-processors is published and kept up to date. The Provider gives thirty days' notice before adding or replacing a sub-processor, and the Customer may object on reasonable grounds relating to data protection or security within the fifteen-day window provided by art. 8.4 of the Data

Processing Agreement; failing agreement, the Customer may terminate the affected service without charge.

22.4 Transfers outside the European Economic Area

Any transfer outside the European Economic Area is based on the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914, modules 2, 3 and 4 as applicable, accompanied by a transfer impact assessment. Adequacy decisions are relied upon only as an additional and secondary basis, and never as the sole safeguard.

22.5 Assistance and incidents

The Provider assists the Customer with data-subject requests, impact assessments and consultations, and notifies personal data breaches without undue delay and in any case within the period set out in art. 10.1 of the Data Processing Agreement, which is the only source of that period.

22.6 Location

Personal data processed by the Provider in the Business, Enterprise Online and VPS variants is hosted within the European Economic Area, with the primary region in Italy.

Art. 23 — Warranties, liability and indemnities

23.1 Warranty

The Provider warrants that the Software substantially conforms to its documentation for twelve months from Completion or, for Business and Enterprise Online, from activation. The remedies are, at the Provider's option, correction, replacement or re-performance within a reasonable time and, where none of these is possible, the refund of the charges paid for the non-conforming part.

23.2 Notification of defects

Defects are notified in writing within eight days of discovery, with a description sufficient to reproduce them. To the extent permitted between undertakings, the Parties derogate from the warranty regimes of Articles 1490 and following and of Article 1667 of the Italian Civil Code, which are replaced by this article.

23.3 Exclusion of warranty for safety functions

The Provider gives no warranty that the Software or any Component is suitable to perform, or to contribute to, a safety function, a protective function or a functional-safety function of a machine. Any such use is excluded, as provided in art. 29.

23.4 Liability cap

Save as provided in clause 23.5, the aggregate liability of each Party arising in any Contract Year is limited to the charges paid by the Customer in the twelve months preceding the event giving rise to the liability.

23.5 No limitation where the law forbids it

No limitation or exclusion applies to liability for wilful misconduct or gross negligence, which may never be excluded in advance under Article 1229 of the Italian Civil Code, to liability for death or personal injury, or to liability arising from an infringement of the other Party's intellectual property rights.

23.6 Excluded heads of damage

Save as provided in clause 23.5, neither Party is liable for indirect damage, loss of profit, loss of production, loss of contracts or goodwill, or the cost of substitute procurement.

23.7 Intellectual property indemnity

The Provider defends the Customer against third-party claims alleging that the Software infringes an intellectual property right in the European Union and bears the resulting damages and costs, provided the Customer notifies the claim promptly, leaves the conduct of the defence to the Provider and cooperates. The Provider may procure the right to continue using the Software, modify it or replace it and, where none of these is reasonably possible, terminate the affected part and refund the charges paid for the unused period. The indemnity does not cover claims arising from modifications not made by the Provider, from combinations with products not supplied by the Provider, or from use outside the Entitlement. Liability under this clause is capped at 150% of the charges paid in the Contract Year in which the claim arises.

23.8 Customer indemnity

The Customer indemnifies the Provider against third-party claims arising from use of the Software outside the Entitlement, from the content and data uploaded by the Customer, and from the design, safety or operation of the Customer's machines and plants.

23.9 Loss of data

Liability for loss of data is limited to the restoration of the most recent backup made under clause 26.8 or clause 27.5, as applicable.

Art. 24 — Switching, exit and data retrieval

24.1 Scope

This article implements Regulation (EU) 2023/2854 for the services that qualify as data processing services, namely Business, Enterprise Online and the VPS delivery. Its principles are applied by the Provider, as a matter of contract, also to the On-Premise variant, in conjunction with art. 26.

24.2 Switching request and transition period

The Customer may request at any time to switch to another provider or to move to its own infrastructure. The notice period for starting the switching process does not exceed two months. The transitional period does not exceed thirty days from the start of the process, extended where the Customer so requests or where technically necessary, in accordance with the applicable rules.

24.3 Retrieval window

The Customer may retrieve its data for at least thirty days after the end of the transitional period or after termination, whichever occurs later.

24.4 Exportable data and formats

The export includes the Customer's data, the Final Deliverables, the configurations and the metadata necessary to reuse them, in open, structured, commonly used and machine-readable formats, with documentation of the structure and checksums. The IndustryUX Source Assets are not Customer Data and are not exported, in accordance with art. 20. For clarity, the project files created by the Customer with the Software are Customer Data, are included in the export and may be retrieved under art. 11.4 of the Master Terms (IUX-EN-01).

24.5 Zero switching charges

The Provider applies no switching charge, no data-egress charge and no early-termination charge in respect of switching, applying from now the regime that becomes mandatory on 12 January 2027. Charges for the elected services accrued up to the effective date of termination remain due.

24.6 Tokens

Unused Tokens are handled under clause 4.5 and clause 7.4: they remain bound to their Designated Machine, are not forfeited by the switching itself and continue to be usable for that Machine for as long as the Customer operates it with the Software. No switching charge, and no charge of any other kind, is applied to them.

24.7 Assistance and deletion

The Provider provides reasonable assistance during the transition and places no unreasonable obstacle in the way of switching. Within thirty days after the end of the retrieval window, the Provider securely deletes the Customer's data from the production environment, and deletes it from the backups at the next rotation cycle of those backups and in any case within sixty days, and issues a certificate of deletion on request.

Art. 25 — Effects of termination, embedded Components and final settlement

25.1 End of the engineering rights

On the effective date of expiry or termination the right to use the engineering, publishing and export functions of the Software ends. Access to the cloud environment ends at the end of the retrieval window of art. 24.

25.2 Legacy Grants for Machines already delivered to third parties

For Machines that were sold, delivered or otherwise placed at the disposal of a third party before the effective date of termination, and which are identified in the final reconciliation, the Provider issues perpetual, non-exclusive, non-transferable and royalty-free Grants, limited to those specific Machines (the "Legacy Grants"). The Legacy Grants allow the Components already embedded to continue to operate on those Machines without limitation of time, and do not include updates, new features, support or the right to install a Component on any further Machine. This clause exists to protect the end customers of the Customer and is an essential part of the bargain.

25.3 Legacy Grants where the termination is due to the Customer

The Legacy Grants are issued also where the Agreement is terminated for a breach of the Customer, provided that all sums due are paid. The Provider shall in no case disable a Component operating on a machine held by a third party, and the enforcement mechanisms of art. 5 shall not be used for that purpose.

25.4 Machines still held by the Customer

Machines that are still in the Customer's possession on the effective date are not covered by the Legacy Grants. For Machines held in stock on that date and delivered to a third party within twelve months, the Customer may obtain Legacy Grants against payment of the On-Premise Service Fee for each such Machine, at the amount last applicable under clause 10.3. Otherwise, the Customer removes the Components from those Machines and confirms in writing.

25.5 Final settlement

Within sixty days of the effective date the Provider issues the final reconciliation under art. 12 and the corresponding invoice or credit note. Amounts prepaid for periods after the effective date are refunded pro rata, except for the annual minimum of art. 10 that has already accrued for the current Contract Year and except for the Token packages already credited to a wallet, which are not a periodic charge and remain governed by clause 4.5.

25.6 Server and instance

The Server is returned under art. 26. The managed instance is decommissioned under art. 27.

25.7 Survival

Art. 20, art. 21, art. 22, art. 23, art. 24, art. 25 and art. 33 survive the end of the Agreement, together with any provision which by its nature is intended to survive.

Art. 26 — Server bailment, for the On-Premise variant with a physical Server

26.1 Object

Where the Order Form provides for a physical Server, the Provider grants the Customer the free use (comodato d'uso gratuito) of an industrial personal computer owned by the Provider, on which the Software is installed. Ownership remains with the Provider at all times. The bailment is gratuitous and functionally accessory to this Schedule, and no rental or hosting fee is due for it. This article does not apply to the VPS delivery, which is governed by art. 27.

26.2 Duration

The bailment follows the On-Premise supply and ceases together with it, for whatever cause.

26.3 Delivery Report

At installation the Parties sign a Delivery Report which records the manufacturer, model, serial numbers, configuration, accessories, condition and replacement value of the Server. The Delivery Report is the reference for the return and for any claim relating to loss or damage.

26.4 Custody and use

The Customer keeps and preserves the Server with the diligence required by Article 1804 of the Italian Civil Code, uses it in accordance with its purpose, and places it in a suitable environment as regards power supply, temperature, dust and network connectivity. The Customer shall not transfer the Server to a third party, shall not move it to another site without prior written notice, shall not open, alter or modify it, and shall not install unauthorised software on it, subject to the procedure of clause 19.4.

26.5 Costs

The ordinary costs of use and preservation, in particular electricity, connectivity and physical space, are borne by the Customer. Extraordinary maintenance not attributable to the Customer is borne by the Provider.

26.6 Risk and insurance

The Customer is liable for loss of or damage to the Server attributable to it, in accordance with Articles 1803 and following of the Italian Civil Code. The Customer insures the Server against fire, theft and accidental damage for the replacement value stated in the Delivery Report, and provides a certificate of insurance on request.

26.7 Hardware failure

On notice of a fault, the Provider performs a remote diagnosis within the period set out in art. 13.4 of the Service Level Agreement (IUX-EN-30). Where a hardware fault is confirmed and is not attributable to the Customer, the Provider repairs or replaces the Server within the replacement period set out in the same clause, at its own cost, including transport, and restores the most recent backup. Where the intervention takes longer, the Provider provides at no charge a temporary remote engineering environment until the Server is restored.

26.8 Backup

The Customer's engineering data on the Server is backed up daily on an incremental basis and weekly on a full basis, on the Server and on a device or network share indicated by the Customer, with a retention of thirty days. The Customer remains responsible for the backup of the data residing elsewhere on its network.

26.9 Return

Within fifteen business days of the end of the bailment the Provider collects the Server at its own cost, on an appointment agreed with the Customer, and the Customer makes it available in the configuration in which it was delivered, fair wear and tear excepted. Where the Customer, without justification, does not make the Server available within that period, liquidated damages of EUR 50 per calendar day of delay are due, capped at the replacement value stated in the Delivery Report.

26.10 Final Deliverables on return

Before collection the Provider delivers to the Customer a backup copy of the Final Deliverables only, in an open and machine-readable format, with checksums and documentation of the structure. The IndustryUX Source Assets are never released. The Legacy Grants of art. 25 are issued in parallel with the collection.

26.11 Secure erasure

After collection the Provider securely erases the Customer's data from the Server in accordance with recognised media-sanitisation good practice at purge level, and issues a certificate of erasure within thirty days.

26.12 Recovery on non-payment

Where the Agreement is terminated under clause 14.3 for non-payment, the Provider may recover the Server after fifteen days' written notice, and the Customer grants access to its premises for that purpose during business hours. The recovery of the Server is without prejudice to clause 25.2, and never affects the Components already operating on Machines.

Art. 27 — VPS Appendix, managed dedicated virtual

server

27.1 Object

As an alternative to the physical Server, the Software may be installed on a dedicated virtual server managed by the Provider in a professional data centre. No equipment is placed at the Customer's premises. Accordingly, there is no bailment and Articles 1803 and 1804 of the Italian Civil Code do not apply to this delivery mode, together with the whole of art. 26.

27.2 Charges

The charges for the VPS delivery are those of art. 10, namely the On-Premise Service Fee for each Machine, which for this delivery mode also covers the hosting of the dedicated virtual server, and the prepaid Token packages of clause 8.2, consumed at the values of clause 8.3. No separate subscription or hosting fee under clause 8.1 is due for this delivery mode. Where the AI features are ordered, clause 10.8 applies.

27.3 Location of data

The instance, its storage and its backups are located within the European Economic Area, with the primary region in Italy and the backup region in another location within the European Economic Area. The Order Form may specify a different region within the European Economic Area. Any processing outside that area is subject to art. 22.

27.4 Infrastructure service levels

The availability target is 99,5% per calendar month, or 99,9% where the Premium level is elected under clause 17.1, measured at the level of the instance. The service credits, the exclusions and the maintenance windows of art. 17 apply.

27.5 Backup and continuity

Backups are taken daily on an incremental basis and weekly on a full basis, with a retention of thirty days and an off-site copy in a separate availability zone. The recovery point objective is twenty-four hours and the recovery time objective is eight business hours. A restore test is performed once a year and its report is made available on request.

27.6 Security of the instance

The instance is hardened, administrative access requires multi-factor authentication, data is encrypted in transit and at rest, and administrative logs are retained for twelve months. Art. 28 applies in full.

27.7 Access rights

The Customer has engineering and read access to the instance. Administrative access at hypervisor and system level is reserved to the Provider, which remains responsible for patching, monitoring and backup.

27.8 Termination without physical retrieval

On termination there is no collection of equipment and no charge for decommissioning. The Customer exports the Final Deliverables under art. 24. The instance is then decommissioned and all volumes, snapshots and backups are securely erased within the periods set out in clause 24.7, with a certificate of erasure issued on request. The Legacy Grants of art. 25 are issued before decommissioning.

27.9 Change of infrastructure provider

The Provider may change the infrastructure provider or the data centre within the European Economic Area on thirty days' notice, applying clause 22.3.

Art. 28 — Security measures: cybersecurity risk management

28.1 Framework

The Provider implements technical, operational and organisational cybersecurity risk-management measures consistent with Article 21(2) of Directive (EU) 2022/2555, as implemented in Italy by Article 24 of Legislative Decree 138/2024, proportionate to the risks of the Services. This article is designed so that a Customer that is an essential or important entity can rely on it to discharge its own supply-chain obligations.

28.2 Measures

The measures include: policies on risk analysis and information system security; incident handling; business continuity, backup management and disaster recovery, and crisis management; supply chain security, including the security of relationships with suppliers and service providers; security in the acquisition, development and maintenance of systems, including vulnerability handling and disclosure; policies and procedures to assess the effectiveness of the measures; basic cyber hygiene practices and security training; policies on the use of cryptography and encryption; human resources security, access control policies and asset management; and the use of multi-factor authentication, secured voice, video and text communications and secured emergency communication systems.

28.3 Incident notification

The Provider notifies the Customer of any significant incident affecting the Services or the Customer's data without undue delay and in any case within twenty-four hours of becoming aware of it, through a single point of contact indicated in the Order Form. An incident report follows within seventy-two hours and a final report within thirty days. The Provider provides the information and the cooperation the Customer reasonably needs to comply with its own notification duties under Directive (EU) 2022/2555, Regulation (EU) 2016/679 and, where applicable, Regulation (EU) 2022/2554. Personal data breaches are notified under clause 22.5.

28.4 Vulnerability handling

The Provider operates a coordinated vulnerability disclosure policy and publishes security advisories. Vulnerabilities are remedied or mitigated within the periods set out in art. 7.3 of the Service Level Agreement (IUX-EN-30), which are graded on the CVSS severity score of the vulnerability, and no shorter or longer period is promised here. The Provider notifies actively exploited vulnerabilities in accordance with Regulation (EU) 2024/2847, whose reporting obligations apply from 11 September 2026.

28.5 Audit and evidence

Once per year the Provider completes a security questionnaire and provides the summaries of its penetration tests and any certifications. An on-site security audit may be requested under the conditions of clause 20.3, and in addition where a significant incident has occurred.

28.6 Sub-suppliers

The sub-suppliers involved in the provision of the Services are listed on a public page. The Provider gives thirty days' notice before adding or replacing one, the Customer may object on reasonable security grounds, the obligations of this article are passed on back-to-back, and the Provider remains fully liable for their acts and omissions.

28.7 Continuity

Business continuity and disaster recovery plans are reviewed at least once a year, and the results of the review are made available on request.

28.8 Personnel

Personnel with access to the Services are bound by confidentiality, receive security training at least once a year, and have their access revoked within twenty-four hours of leaving the relevant role.

28.9 Customer duties

The Customer secures its own network, segregates the operational technology network from the office network, applies the corrections made available by the Provider within a reasonable time, and notifies without delay any incident that affects the Server or the Components.

Art. 29 — Artificial intelligence features

29.1 Scope

This article applies where the artificial-intelligence features of the IndustryUX suite are activated, and implements Regulation (EU) 2024/1689.

29.2 Roles

The Provider is the provider of the AI systems embedded in the Software within the meaning of Regulation (EU) 2024/1689. The Customer is the deployer when it uses them under its own authority in the course of its activity. Each Party performs the obligations attached to its own role.

29.3 The Customer may become provider

Where the Customer places its own name or trade mark on an AI system embedded in the Software, makes a substantial modification to it, or modifies its intended purpose so that it becomes a high-risk system, the Customer becomes the provider of that system under Article 25 of Regulation (EU) 2024/1689, assumes the corresponding obligations, informs the Provider in writing without delay, and indemnifies the Provider against any claim, sanction or cost arising from that change.

29.4 Transparency

Users are informed that they are interacting with an AI system. Content generated or manipulated by the AI features is marked in a machine-readable format; the Provider implements that marking with effect from the date of application of Article 50 of Regulation (EU) 2024/1689. The Customer shall not remove, alter or conceal those notices and markings.

29.5 Training data

The Customer's data, projects, drawings, process data, prompts and outputs are not used to train, fine-tune, evaluate or otherwise improve any model, whether of the Provider or of a third party. The only vehicle for a consent to such use is a separate, specific and revocable written document dedicated to that purpose; an authorisation contained in the Order Form or in any other contractual document produces no effect for this purpose. Where third-party model providers are used, the Provider configures them for zero retention where that option exists, and otherwise selects providers that contractually exclude training on customer content. Prompts and outputs are retained only for the time necessary to provide the feature and for the retention period stated in the Data Processing Agreement.

29.6 No autonomous safety function

The AI features provide decision support only. They shall not be used to perform or contribute to a safety function, an emergency stop, a protective device, a functional-safety function, or any safety-related control of a machine, nor as the sole basis of a decision producing legal or significant effects on a person. The Customer keeps full responsibility for the compliance and safety of its machinery, including under Regulation (EU) 2023/1230, and ensures effective human oversight of the outputs.

29.7 Accuracy

The outputs of the AI features may be inaccurate or incomplete. The Customer verifies them before use. No warranty of fitness for a specific decision or process is given, and clause 23.3 applies.

29.8 High-risk uses

The AI features are not intended to be used as safety components of products covered by Annex I of Regulation (EU) 2024/1689, nor for the uses listed in its Annex III. Where the Customer intends such a use, it notifies the Provider in writing in advance and the Parties agree the necessary conformity arrangements before deployment; failing such agreement the use is not permitted.

29.9 AI literacy

Each Party ensures, as regards its own staff and the persons operating the AI features on its behalf, a sufficient level of AI literacy, in accordance with Article 4 of Regulation (EU) 2024/1689.

29.10 Logs

The Customer keeps the logs generated by the AI features under its control for at least six months, and makes them available to the Provider where they are necessary to investigate an incident.

Art. 30 — Addendum for financial entities

30.1 Availability on request

Where the Customer is a financial entity within the meaning of Regulation (EU) 2022/2554, the Parties execute, at the Customer's written request and within thirty days, an addendum implementing the contractual requirements of that regulation. The addendum is provided at no additional charge.

30.2 Contents

The addendum contains at least the elements required by Article 30(2) and, where the Services support a critical or important function, by Article 30(3) of that regulation, namely: a complete description of the functions and services; the locations where the functions are provided and where data is processed, and the obligation to give notice before changing them; provisions on the availability, authenticity, integrity and confidentiality of data; access, inspection and audit rights for the Customer, for third parties appointed by it and for the competent authorities, without restriction; service levels and reporting; assistance in the event of an ICT incident; exit strategies with an adequate transition period; participation in threat-led penetration testing where applicable; the conditions for sub-contracting; and termination rights.

30.3 Register of information

The Provider provides the information the Customer needs to maintain the register of contractual arrangements required by Article 28(3) of that regulation, and updates it on request.

30.4 Costs of specific tests

Threat-led penetration testing and audits requested in addition to those provided by art. 20 and art. 28 are quoted separately at the day rate stated in the Order Form.

Art. 31 — Export control and sanctions

31.1 Compliance

Each Party complies with the applicable export control and sanctions rules, including Regulation (EU) 2021/821 as amended, and undertakes not to export, re-export or transfer the Software in breach of them.

31.2 No-Russia undertaking

Where the Customer is established outside the countries listed in Annex VIII of Regulation (EU) 833/2014, the Customer shall not sell, export or re-export, directly or indirectly, the Software or any item incorporating it to the Russian Federation or for use in the Russian Federation, and shall impose the same obligation on any third party in its own supply chain. The Customer notifies the Provider without delay of any circumstance amounting to a breach. Breach of this clause entitles the Provider to terminate the Agreement with immediate effect and gives rise to liquidated damages equal to the higher of EUR 25.000 and 10% of the charges for the current Contract Year, without prejudice to greater damage.

31.3 Sanctions screening

Each Party represents that neither it nor, to its knowledge, its beneficial owners are subject to restrictive measures, and undertakes to notify the other without delay should that cease to be true.

31.4 Cryptographic functionality

The Software contains standard cryptographic functionality, namely elliptic-curve digital signatures and transport-layer security, of the kind ordinarily found in mass-market software under Category 5, Part 2 of Annex I of Regulation (EU) 2021/821. The Customer complies with any local restriction on the import or use of cryptography applicable at its place of establishment.

Art. 32 — Force majeure

32.1 Definition and effect

Neither Party is liable for a failure to perform caused by an event beyond its reasonable control, including natural events, fire, flood, war, acts of terrorism, general strikes, failures of public networks or of energy supply, and measures of public authorities. Payment obligations for services already provided are not suspended.

32.2 Notice and duration

The affected Party gives notice within ten days and takes reasonable steps to mitigate the effects. Where the event lasts more than sixty consecutive days, either Party may terminate the affected part of the Agreement by written notice, without liability, and amounts prepaid for periods not used are refunded pro rata.

Art. 33 — Governing law, jurisdiction and optional arbitration

33.1 Governing law

The Agreement is governed by Italian law. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, is expressly excluded. Conflict-of-law rules that would lead to the application of another law are excluded.

33.2 Exclusive jurisdiction

The courts of Bergamo, Italy, have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, including its formation, validity, performance and termination. This choice is made under Article 25 of Regulation (EU) No 1215/2012 and is intended to apply to customers established anywhere in the world, subject only to clause 33.3.

33.3 Optional arbitration, at the Provider's sole election

Where the Customer is established outside the European Union, the European Economic Area and the States party to the Lugano Convention of 30 October 2007, the Provider, and only the Provider, may elect to refer a dispute to arbitration instead of the courts of Bergamo. The election is made by written notice served before commencing proceedings or, where the Customer has commenced proceedings, within thirty days of service on the Provider. Following a valid election, the dispute is finally settled under the Rules of the Chamber of Arbitration of Milan by one arbitrator; where the amount in dispute exceeds EUR 150.000, it is finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators. The seat of the arbitration is Milan, Italy, and the language is English. The award is final and binding and is enforceable under the New York Convention of 1958. The Customer has no right to elect arbitration.

33.4 Interim measures and orders for payment

Notwithstanding clauses 33.2 and 33.3, either Party may apply to any competent court for interim, protective or conservatory measures, and the Provider may in any event apply for and enforce an order for payment under Articles 633 and following of the Italian Code of Civil Procedure in any competent forum, in particular in respect of unpaid invoices.

33.5 No consumer forum

The consumer jurisdiction rules do not apply, in accordance with art. 2.

Art. 34 — Execution, signature and acceptance by channel

34.1 Business and Enterprise Online plans — customers established in the European Union

For the Business and Enterprise Online plans, the contract is executed before the checkout. The platform generates a pre-filled contractual package, which the Customer may edit in the negotiable fields and which includes the mutual non-disclosure agreement (IUX-EN-32) as a contextual annex. The Customer downloads the package, has it signed by its duly authorised legal representative with a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 as amended by Regulation (EU) 2024/1183, and uploads the signed file to the platform, which verifies it automatically and archives it; only after that verification is payment enabled and the checkout completed. A qualified electronic time stamp is recommended. Both the signature block and the specific-approval block at the end of this Schedule must be signed.

The contractual package is signed in a single act and contains, in this order, the blocks of specific approval of: first, the Master Terms (IUX-EN-01); second, this Schedule; third, the annexes that contain one of their own, namely the Service Level Agreement (IUX-EN-30), the Data Processing Agreement (IUX-EN-31) and the Acceptable Use Policy (IUX-EN-35); and fourth, the mutual non-disclosure agreement (IUX-EN-32), which is part of the same package as a contextual annex and carries its own block of specific approval. Each block is approved by its own separate step, and no further block of specific approval is required for the other documents of the package.

34.2 Business and Enterprise Online plans — customers established outside the European Union

For the Business and Enterprise Online plans, acceptance is given through the platform by means of a one-time password sent to the electronic mail address of the authorised representative, before payment is enabled, with a complete audit trail recording the time stamp, the internet protocol address, the user agent, the account, and the hash and version of each document accepted, including the mutual non-disclosure agreement (IUX-EN-32), which is accepted as a contextual annex of the same package. The specific approval of the clauses listed in art. 35 is given by a separate second one-time password step, distinct from the acceptance of the Schedule as a whole.

34.3 On-Premise and VPS: offline execution through the Contact Us channel

The On-Premise and VPS variant is sold exclusively through the Contact Us channel of the platform, and no platform checkout applies to it. Execution is offline and admin-driven: the Provider sends the contractual package, including the mutual non-disclosure agreement (IUX-EN-32) as a contextual annex, to the Customer's purchasing office through the signature links generated by the platform;

the package is signed by the duly authorised representatives in accordance with clause 34.1 where the Customer is established in the European Union, or accepted with the evidence mechanism of clause 34.2 otherwise; and the invoices are sent directly to the Customer's purchasing office.

34.4 Evidence

The evidence of acceptance, including the signed files, the audit trail and the hash of the accepted version, is retained in a tamper-evident manner for ten years, and a copy is made available to the Customer on request.

34.5 Authority of the signatory

The person signing or accepting warrants that it has the power to bind the Customer. Where the flow described in clause 34.1 requires it, a copy of the identity document of each signatory is attached to the package.

34.6 Order Form

The Order Form is executed with the same mechanism and incorporates this Schedule by reference. Subsequent orders under an existing Agreement may be placed with a simple confirmation referring to the Schedule already accepted.

34.7 Notices

Notices of termination, of breach and of price change are given by certified electronic mail or by registered letter with acknowledgement of receipt. Operational notices are given through the platform message centre and by electronic mail to the addresses stated in the Order Form.

Art. 35 — Specific approval of clauses and final provisions

35.1 Clauses subject to specific approval

Under Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that it has read and specifically approves the following clauses, which are reproduced in the specific-approval block at the end of this Schedule and which are approved with the second, separate step described in art. 34:

• art. 5 (Grants, activation and technical enforcement), as regards the grace period, the effects of the expiry of a Grant and the anti-circumvention undertaking;

• art. 12 (Annual reconciliation), as regards the fifteen-day period to object and the consequences of its expiry;

• art. 13 (Payment terms), as regards suspension of the Services, default interest and the exclusion of set-off;

• art. 14 (Term, renewal and termination), as regards tacit renewal, the notice periods and the express termination clause in favour of the Provider;

• art. 15 (Changes to charges), as regards the unilateral change of charges at renewal and the related time limits;

• art. 20 (Intellectual property, reverse engineering and licence audit), as regards the audit obligations, the allocation of its costs and the verification after termination;

• art. 23 (Warranties, liability and indemnities), as regards the limitation of liability, the excluded heads of damage and the time limits for notifying defects;

• art. 25 (Effects of termination), as regards the perimeter of the Legacy Grants and the treatment of Machines still held by the Customer;

• art. 26 (Server bailment), as regards the allocation of risk, the insurance obligation, the liquidated damages for late return and the right of recovery;

• art. 31 (Export control and sanctions), as regards the liquidated damages and the right of immediate termination;

• art. 33 (Governing law, jurisdiction and optional arbitration), as regards the exclusive jurisdiction of the courts of Bergamo and the arbitration option reserved to the Provider alone.

35.2 Assignment

The Customer may not assign the Agreement, in whole or in part, without the prior written consent of the Provider. The Provider may assign the Agreement to an affiliate or in the context of a transfer of business, giving notice to the Customer, which may terminate within thirty days where the assignment materially prejudices it.

35.3 Subcontracting

The Provider may subcontract parts of the Services in accordance with clause 22.3 and clause 28.6, and remains fully liable towards the Customer.

35.4 Waiver, severability, headings

The failure to exercise a right does not constitute a waiver of it. Where a clause is held invalid, the remainder of the Agreement stands and the invalid clause is replaced by a valid clause with the closest possible economic effect. Headings are for convenience only.

35.5 Related documents

The Order Form, the Master Terms (IUX-EN-01), the Data Processing Agreement (IUX-EN-31), the Service Level Agreement (IUX-EN-30), the Payment Terms (IUX-EN-37), the mutual non-disclosure agreement, the Acceptable Use Policy (IUX-EN-35) and the privacy policy form part of the

Agreement. The security commitments are those of art. 28 of this Schedule read together with Annex 2 to the Data Processing Agreement, and the artificial-intelligence commitments are those of art. 29 of this Schedule; neither exists as a separate annex. The Customer acknowledges the Provider's Code of Ethics adopted in the context of Legislative Decree 231/2001 and the whistleblowing channel established under Legislative Decree 24/2023, and undertakes to refrain from any conduct that would breach them.

35.6 Counterparts

The Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

Signatures

By signing below, or by completing the acceptance flow described in art. 34, the Parties accept this Enterprise Schedule in its entirety.

Luogo e data: ____________________________

DEVIBRAIN S.R.L.	IL CLIENTE
____________________________	____________________________

Specific approval of clauses

The Customer declares that it has read and specifically approves the clauses listed in clause 35.1, namely art. 5, art. 12, art. 13, art. 14, art. 15, art. 20, art. 23, art. 25, art. 26, art. 31 and art. 33.

Ai sensi e per gli effetti degli artt. 1341 e 1342 c.c., il Cliente dichiara di avere letto e di approvare specificamente le clausole richiamate nel presente blocco.

Luogo e data: ____________________________

DEVIBRAIN S.R.L.	IL CLIENTE
____________________________	____________________________

Validation note

This document is a release candidate, version 1.2, of the IndustryUX contractual corpus. It has been prepared as a contractual text and does not constitute legal advice. Before being used with real customers it must be validated by a qualified lawyer and, for the parts concerning personal data and security, by a data protection officer, and adapted to the specific transaction, to the customer's jurisdiction and to the commercial values stated in the Order Form. The values it contains reflect the parameters approved on 10 August 2026, as amended by the decisions of 11 August 2026 recorded in the changelog, and the enterprise price list in force on that date; any change to those parameters requires a new version of this document.

For information only, and without contractual value: the rate of interest for late payment published under Legislative Decree 231/2002 for the second half of 2026 is 10,40% per annum. That rate is republished every six months and clause 13.5 refers to it by reference to the decree, so that no update of this document is required when it changes.

Changelog

Version	Date	Changes
1.0	2026-08-10	First release candidate of the English contractual corpus
1.1	2026-08-11	Gate decisions: machine-bound Tokens, 24-month Prepaid Credit validity, On-Premise service-fee model
1.2	2026-08-11	Definitive plan matrix: "Pro" renamed "Business" (EUR 149,00 per month); "Enterprise Cloud" renamed "Enterprise Online" with a single fee of EUR 249,00 per month replacing the Dedicated Hosting Base and Plus tiers; one Named User Seat included in Enterprise Online; qualified signature of contract and NDA before checkout for Business and Enterprise Online (EU); On-Premise/VPS sold through Contact Us only

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