Valid from	08/15/2026	**Jurisdiction**	Italy / EU

Payment Terms

IndustryUX Platform — Cross-channel Annex to the Master Subscription and Licence Terms

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Set	ANNEXES (EN)
Destinatari	B2B (Business, Enterprise Online, On-Premise, VPS) and B2C via the Shop, with consumer carve-outs in Art. 19
Lingua	English (authoritative)
Classificazione	Contractual document

These Payment Terms (document IUX-EN-37) form an integral part of the agreement between **DEVIBRAIN S.R.L.**, with registered office in Via Coghetti 6, 24128 Bergamo (BG), Italy, VAT and tax code IT04507220160, certified electronic mail devibrain@pec.it (the "**Provider (DevIBrain)**", referred to in these Payment Terms as the "**Provider**"), and the customer identified in the Order (the "**Customer**"), and govern how, when and by which means the Fees due for the IndustryUX® platform, its applications and the related services are invoiced and paid.

Art. 1 — Purpose, scope and order of precedence

1.1 Purpose

These Payment Terms supplement the Master Subscription and Licence Terms (document IUX-EN-01, the "**Master Terms**") and the channel Schedules, and constitute the single set of rules governing payment methods, payment timing, invoicing, taxes, late payment, suspension for non-payment, refunds and credits across all commercial channels of the Provider.

1.2 Scope

These Payment Terms apply to: (a) self-service purchases made through the IndustryUX Shop, including Trial and Base plans and online Token top-ups; (b) Business and Enterprise Online supplies, comprising the plan subscription fees, Token packages and related services; (c) On-Premise supplies, comprising the On-Premise Service Fee per Machine, the Token packages per Machine and the server made available on loan for use; and (d) VPS supplies. Where a rule is expressed for one channel only, it applies to that channel only.

1.3 Order of precedence

The order of precedence of the documents forming the Agreement is the single scale set out in Art. 2.3 of the Master Terms (IUX-EN-01), which is not restated here. Within that scale these Payment Terms rank below the Order and below the applicable channel Schedule, and prevail on payment matters only, in the same way as the Data Processing Agreement prevails on the protection of personal data and the Service Level Agreement (IUX-EN-30) on service parameters. For items supplied upon quotation, the quotation prevails as to payment timing and method in accordance with Art. 9, as part of the Order.

1.4 No derogation from mandatory law

Nothing in these Payment Terms limits, excludes or derogates from any right that applicable law confers on the Customer on a mandatory basis, and in particular from the rights of a consumer under the Italian Consumer Code and, for customers established outside Italy, from the overriding mandatory rules of the country of their habitual residence.

Art. 2 — Definitions

2.1 Defined terms

Capitalised terms not defined here have the meaning given to them in the Master Terms. In addition:

• "**Fees**" means any amount payable by the Customer under the Agreement, including subscription fees, the On-Premise Service Fee, Token packages and top-ups, one-off items, optional services and any true-up amount.

• "**Due Date**" means the date on which an amount becomes payable under Art. 5, Art. 6 or the Order.

• "**Machine**" means each machine, plant or industrial asset on which the Software is installed, used or to which a Generated Application is bound.

• "**Token**" means the prepaid unit of measurement of the consumption of the applications, as defined in the Master Terms. Tokens exist in the two distinct regimes set out in Art. 9.11 of the Master Terms and are not interchangeable.

• "**Prepaid Credits**" means the Tokens purchased through the Shop and credited to the wallet of the customer account, in the denomination used in the Shop; they are not bound to a Machine and are governed by Art. 13 of the Shop Schedule (IUX-EN-10).

• "**On-Premise Service Fee**" means the fixed annual fee per Machine which, in the On-Premise and VPS supplies, covers the activation, the maintenance and the updating of the service and, in the VPS delivery, the hosting of the dedicated virtual server, as set out in Art. 8.1.

• "**Grant**" means the licence entitlement signed with an ECDSA P-256 key, issued by the DevIBrain Console and registered on the License Manager, which constitutes the technical evidence of the entitlements actually enabled.

• "**FAT**" means the Factory Acceptance Test as defined in Art. 16 of the Enterprise Schedule (IUX-EN-20), referred to in Art. 6.4.

• "**Completion**" means the event as defined in Art. 16 of the Enterprise Schedule (IUX-EN-20), referred to in Art. 6.4.

• "**Business Day**" means any day other than a Saturday, a Sunday or a public holiday in Bergamo, Italy.

2.2 Interpretation

Periods expressed in days are calendar days unless the term "Business Day" is used. Where a Due Date falls on a day that is not a Business Day, payment is due on the immediately following Business Day. References to an article or sub-clause are references to these Payment Terms unless a different document is expressly named.

Art. 3 — Currency, numeric convention and taxes

3.1 Euro only

All Fees are denominated, invoiced and payable exclusively in Euro. The Provider does not accept payment in any other currency. Where the Customer's bank or payment provider performs a currency conversion, the exchange rate applied and any conversion cost are borne solely by the Customer, and the Provider must in any event receive the full invoiced amount in Euro.

3.2 Numeric convention

Amounts and quantities are expressed according to the European numeric convention, in which the full stop separates thousands and the comma separates decimals. By way of illustration, "EUR 1.530,00" means one thousand five hundred and thirty euro, and "EUR 0,10" means ten euro cents.

3.3 Taxes exclusive in business transactions

Unless otherwise stated, Fees quoted to business customers are exclusive of value added tax and of any other tax, duty, levy or charge of any nature, which are added to the invoice and borne by the Customer at the rate applicable at the time of the taxable event.

3.4 Value added tax regimes

The following regimes apply according to the status and establishment of the Customer: (a) for a business customer established in another Member State of the European Union which provides a valid VAT identification number verifiable in the VIES system, the services are invoiced without Italian VAT under the reverse charge mechanism pursuant to Article 44 of Directive 2006/112/EC and Article 7-ter of Presidential Decree No. 633/1972, and the Customer accounts for VAT in its own Member State; (b) if the VAT identification number provided is invalid, incomplete or not verifiable, the Provider invoices Italian VAT and the Customer may not withhold payment on that ground; (c) for a business customer established outside the European Union, the services fall outside the scope of Italian VAT under Article 7-ter of Presidential Decree No. 633/1972, without prejudice to any tax due in the Customer's country, which the Customer bears; (d) for a consumer resident in the European Union, VAT is charged at the rate of the Member State of residence in accordance with Article 58 of Directive 2006/112/EC and accounted for by the Provider through the One Stop Shop scheme.

3.5 Consumer prices

Prices displayed to consumers in the Shop are inclusive of VAT and of all mandatory charges, and the total price payable, including any recurring amount and its frequency, is shown before the order is placed by means of the button bearing the wording "Order with obligation to pay".

3.6 Italian public administrations

Where the Customer is an Italian public administration, invoices are subject to the split payment mechanism under Article 17-ter of Presidential Decree No. 633/1972, and the Customer provides the tender identification code and, where applicable, the project code, so that the Provider may comply with the traceability of financial flows under Law No. 136/2010. Payment is made to the dedicated account notified by the Provider for that purpose.

Art. 4 — Payment methods

4.1 Shop and self-service supplies

Purchases made through the Shop, including Trial and Base plans, plan upgrades and online Token top-ups, are paid by payment card through the payment service provider Nexi, using the XPay gateway, with the card schemes displayed at checkout. Card data are collected and stored exclusively by the payment service provider in a PCI DSS certified environment; the Provider never stores full card numbers. Further payment methods may be enabled from time to time and are then displayed at checkout before the order is placed.

4.2 Recurring payments and strong customer authentication

Where the plan is subject to automatic renewal, the first transaction is authenticated with strong customer authentication in accordance with Directive (EU) 2015/2366 and Delegated Regulation (EU) 2018/389, and establishes a mandate for subsequent merchant-initiated transactions. The payment instrument is verified, when it is registered, exclusively by means of a pre-authorisation of an amount equal to EUR 0,00 (a zero-amount authorisation), without any charge, in accordance with Art. 7.2 of the Shop Schedule (IUX-EN-10), in order to validate the instrument and to establish the mandate. The Customer may withdraw the mandate at any time through the self-service functions of the Platform, it being understood that withdrawal of the mandate does not by itself terminate the subscription and does not extinguish Fees already accrued.

4.3 Business, Enterprise Online, On-Premise and VPS supplies

Fees for Business and Enterprise Online supplies are paid, at the Customer's option, by bank transfer or by payment card through the payment service provider Nexi under the conditions set out in Art. 4.1. Fees for On-Premise and VPS supplies are paid exclusively by bank transfer. Bank transfers are executed as a SEPA credit transfer or, outside the SEPA area, as an international transfer, to the bank account stated on the relevant invoice. Payment is made free and clear of any bank, transfer, correspondent or exchange charge, which are borne by the Customer; for transfers outside the SEPA area the Customer instructs its bank to apply the charge option under which all charges are borne by the originator, so that the Provider receives the full invoiced amount. Payment by transfer is deemed to have been made on the date on which the amount is credited, with value date, to the Provider's account, and not on the date of the transfer order.

4.4 Bank details and fraud prevention

The only valid bank details are those printed on the invoice issued by the Provider. Any communication announcing a change of bank details is valid only if sent from the certified electronic mail address devibrain@pec.it or delivered as a letter signed by a legal representative of the Provider, and the Customer undertakes to verify any such communication by contacting its usual contact person at the Provider through a telephone number obtained independently of the communication itself. A payment made to any other account does not discharge the Customer's obligation and does not extinguish the debt.

4.5 Payment references and purchase orders

Each transfer states the number and date of the invoice being paid; where a single transfer settles several invoices, the Customer sends a remittance advice identifying them. Where the Customer's internal procedures require a purchase order number, the Customer provides it before the invoice is issued; the absence, expiry or internal blocking of a purchase order is an internal matter of the Customer and does not postpone the Due Date.

4.6 Excluded methods and third-party payments

The Provider does not accept payment in cash, by bill of exchange, promissory note, post-dated instrument or barter. Payments must originate from an account held in the name of the Customer; payment by a third party is accepted only if agreed in writing in advance and does not effect a novation, an assignment or a release of the Customer.

Art. 5 — Timing of payment: SaaS and Cloud supplies

5.1 Principle of payment in advance

For all supplies provided as a service, namely Shop plans, the Business and Enterprise Online plans and the Token packages and top-ups of those supplies, Fees are payable **in advance** of the period, entitlement or consumption to which they relate. This principle is the general rule for such supplies and prevails over any conflicting expression contained in any other document of the Agreement, subject to the order of precedence referred to in Art. 1.3. The Token packages of the On-Premise and VPS supplies follow the timing of Art. 6.

5.2 Shop and self-service

Fees for Shop plans and online top-ups are charged at the time the order is placed and are a condition of the supply. For plans subject to automatic renewal, the Fee for the following period is charged on the first day of that period; where the Customer is a consumer, the Provider gives at least 30 days' prior notice by email of the renewal, of its price and of the self-service means of cancellation, in accordance with Article 65-bis of the Italian Consumer Code. Trial plans are supplied free of charge; the verification of the payment instrument, where required, takes place only through the zero-amount pre-authorisation referred to in Art. 4.2.

5.3 Business and Enterprise Online — first period

Upon acceptance of the Order the Provider issues an invoice for the subscription fees of the first period, for the Token packages ordered and for any one-off item. That invoice is payable within 30 days of its date and, in any event, before the beginning of the contractual period to which it relates. Where the plan is paid by payment card at checkout under Art. 4.3, the charge at checkout discharges that invoice.

5.4 Business and Enterprise Online — renewals

Renewal invoices are issued not less than 30 days before the first day of the renewal period and are payable by the first day of that period. Where the Customer has served notice of non-renewal within the notice period provided for in the Master Terms, no renewal invoice is issued.

5.5 Condition precedent to activation and to the crediting of Tokens

Activation of the Service, issue of the corresponding Grant and crediting of Tokens are conditional upon receipt in full of the relevant Fee. Until payment is received in full the Provider is entitled to withhold activation and crediting, and such withholding does not constitute a breach by the Provider and does not extend the contractual term.

5.6 Prepaid Token balance

Tokens may be consumed only within the limits of the prepaid balance available for the relevant Designated Machine. The Provider does not supply Tokens on credit: once the balance is exhausted, consumption-based functions stop automatically until a further prepaid top-up is purchased and credited.

5.7 Construction of "net, on sight of invoice"

Where any document forming part of the Agreement, any commercial proposal or any communication uses the expression "net, on sight of invoice", "a saldo, vista fattura" or an equivalent wording, that expression is construed, for the supplies referred to in this Art. 5, as meaning payment in advance in accordance with this article and, for the supplies referred to in Art. 6, as meaning payment within the terms set out in that article. No expression of that kind may be relied upon to require payment before an invoice has been issued and delivered.

Art. 6 — Timing of payment: On-Premise supplies and calendar-year licensing

6.1 Calendar-year basis, minimum volume and VPS

On-Premise supplies are provided on a calendar-year basis, from 1 January to 31 December, with a minimum of 100 Machines per calendar year, calculated on all licensed Machines, all the applications of the suite being covered by the On-Premise Service Fee and no application being priced separately. VPS supplies follow this article in the same way, the On-Premise Service Fee of that delivery mode also covering the hosting of the dedicated virtual server, so that no separate infrastructure fee is invoiced for it.

6.2 First period — pro rata computation

Where the Agreement is entered into during the calendar year, the first period runs from the date of signature to 31 December of that year and is computed on the annual minimum of 100 Machines re-proportioned to the months remaining, that is 100 divided by 12 and multiplied by the number of months remaining, rounded up to the next whole Machine, the corresponding On-Premise Service Fee being re-proportioned accordingly. The minimum of the first period may in no case exceed the annual minimum of 100 Machines pro-rated to that period. By way of illustration, an activation on 1 August produces 5 months, that is 42 Machines, and an On-Premise Service Fee of EUR 63.000 at the fee of EUR 1.500 per Machine set out in Art. 8.1. The Token packages purchased for those Machines are added to that amount and are not re-proportioned.

6.3 First period — payment milestones

The Fee for the first period is paid in three instalments: 30% upon signature, which covers the customisation activities and the making available of the server on loan for use; 30% upon the FAT; and 40% upon Completion. Each instalment is invoiced upon occurrence of the corresponding event and is payable within 30 days of the invoice date.

6.4 FAT and Completion

The FAT and Completion have the single meaning given to them in Art. 16 of the Enterprise Schedule (IUX-EN-20), which is not restated here: the FAT is the documented functional acceptance test of the customised installation, carried out jointly by the Parties and recorded in a test report, and Completion occurs on the earlier of the activation of the Grants on 100 Machines and the expiry of 60 days from the FAT. For the purposes of these Payment Terms, each instalment referred to in Art. 6.3 is invoiced upon occurrence of the corresponding event as so defined, and objections relating to functions that are not essential to the intended use do not entitle the Customer to withhold the corresponding instalment.

6.5 Subsequent calendar years — semi-annual invoicing

From 1 January of each subsequent calendar year the full-year regime applies, with the minimum of 100 Machines. The guaranteed volume is invoiced semi-annually, on 1 January and on 1 July, in blocks of 50 Machines, and each invoice is payable within 30 days of its date. This is an express and negotiated derogation from the principle of payment in advance set out in Art. 5.1, agreed in consideration of the licensing metric and of the annual true-up.

6.6 Additional Machines — blocks of 50

Machines exceeding the guaranteed volume are ordered in blocks of 50 Machines. Each block is invoiced separately, upon activation of the corresponding Grants, at the full On-Premise Service Fee for each of the Machines it contains, together with the Token packages ordered for those Machines, and is payable within 30 days of the invoice date. No bracket rate is applied to a block and a block is never split for pricing purposes. In the first period, blocks are re-proportioned to the months remaining until 31 December on the basis set out in Art. 6.2.

6.7 Annual true-up

Within 30 days of the end of the Contract Year, in accordance with Art. 12 of the Enterprise Schedule (IUX-EN-20), which is the only source of that period, the Provider issues the statement provided for in that article, setting out the difference between the Machines declared and the Machines on which the Software is actually installed or in use, as evidenced by the Grants registered on the License Manager. The true-up invoice follows the expiry, without objection, of the period of 15 days for objections provided for in that article, or the settlement of the objections raised. A positive difference is invoiced at the On-Premise Service Fee per Machine set out in Art. 8.1 and, for the Machines that are not covered by a Token package, at the price of the XS package of Art. 7.2, without prejudice to any larger package ordered for those Machines. A negative difference gives rise to a credit note limited to the On-Premise Service Fee of the Machines exceeding the annual minimum of 100 Machines; no credit is due in respect of the annual minimum, which is owed in full irrespective of actual use, and none is due in respect of Tokens already credited to the wallet of a Machine, which are governed by Art. 17.1.

6.8 Payment default and recovery of the server on loan

Failure to comply with the payment terms of this article entitles the Provider, in addition to the remedies set out in Art. 14, to terminate the Agreement and to recover the server made available on loan for use, and the Customer undertakes to allow that recovery and to make the server available in good working order, ordinary wear and tear excepted.

Art. 7 — Plan and Token fee reference

7.1 Plan subscription fees

The subscription fee of each plan is a fixed monthly fee and is a condition of activation and use of the corresponding service. It is due for the whole period, irrespective of actual use of the Service and of Token consumption. The fees in force are those of the Price List; as at the version date they are the following, exclusive of VAT for business customers and inclusive of VAT where displayed to consumers in the Shop under Art. 3.5.

Plan	Channel and content	Monthly fee
Base	self-service plan purchased through the Shop under the Shop Schedule (Schedule A, IUX-EN-10)	EUR 49,00
Business	B2B plan with dedicated environment, governed by the Enterprise Schedule (Schedule B, IUX-EN-20)	EUR 149,00
Enterprise Online	B2B plan with dedicated environment and License Manager, governed by the Enterprise Schedule (Schedule B, IUX-EN-20), with one team member included and additional seats at the Price List rates	EUR 249,00

The Enterprise Online plan has a single subscription fee: no separate hosting fee, hosting tier or infrastructure fee is invoiced for it. For annual invoicing, the annual amount is the one stated in the Price List, equal to twelve monthly fees.

7.2 Token packages

One Token package is associated with each Designated Machine. The size discount is already included in the package price; unused Tokens remain permanently bound to the Machine for which the package is active, in accordance with Art. 17.1. The same packages, in the same sizes and at the same prices, apply to the On-Premise and VPS supplies, in addition to the On-Premise Service Fee of Art. 8.1.

Package	Tokens per Machine	Price
XS	3.500	EUR 350

Package	Tokens per Machine	Price
S	8.500	EUR 810
M	17.000	EUR 1.530
L	30.000	EUR 2.550
XL	75.000	EUR 5.625

7.3 Token unit value and consumption catalogue

The unit value of the Token is EUR 0,10 at list price. Consumption is measured as follows.

Action	Tokens
Download of a 3D model for a Machine	3.000
Each additional property on the model	50
Each chart, including its traces at no additional cost	1.500
Each Tool Media project	1.000
Local AI chatbot, comprising frontend and backend	5.000

AI training is not measured in Tokens: it is quoted separately and communicated to the Customer before the training phase begins, on the basis of the documents uploaded, and is governed by Art. 9.

7.4 Quantity discount

A quantity discount is applied to the total value of the Token packages contained in the same Order, according to the number of Token packages so ordered, which is the single basis of computation of the discount. The percentage of the bracket reached applies to that whole total and is cumulative with the size discount already included in the package price.

Token packages in the same Order	Discount
1 to 3	none
4 to 10	5%
11 to 25	10%
26 to 50	15%
51 to 100	20%
101 and above	25%

By way of illustration, 10 packages of size M cost EUR 15.300 at list price and EUR 14.535 after the 5% quantity discount; for an Enterprise Online plan invoiced annually, the annual subscription fee of EUR 2.988,00 stated in the Price List is added, giving EUR 17.523,00 for the year.

This quantity discount is the single volume mechanism of the enterprise channel: it applies to the Token packages of the Enterprise Online, On-Premise and VPS supplies alike, and no discount ladder computed per application or per licensed volume applies to any of them. It does not apply to the plan subscription fees of Art. 7.1 or to the On-Premise Service Fee of Art. 8.1.

7.5 Optional and one-off items

The Premium service level is invoiced together with the subscription fees on the single basis of computation set out in Art. 3.5 of the Service Level Agreement (IUX-EN-30), namely 15% of the recurring fees for the Services it covers, excluding consumption-based items. Multi-year commitments, guided evaluation sessions and any other optional item are set out in the Order. Any item not listed in this article is supplied upon quotation in accordance with Art. 9.

Art. 8 — On-Premise fee reference and volume treatment

8.1 On-Premise Service Fee per Machine

The following annual fee applies to each licensed Machine, exclusive of VAT, with a minimum of 100 Machines per calendar year. No fee is charged per application: all the applications of the suite are accessible on each licensed Machine, and their use is paid with the Token packages of Art. 7.2, consumed at the values of Art. 7.3.

Charge	Annual amount per Machine
On-Premise Service Fee	EUR 1.500

Charge	Annual amount per Machine

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. In the delivery on physical hardware no rental is due for the server made available on loan for use, which remains governed by Article 26 of the Enterprise Schedule (IUX-EN-20). The minimum of 100 Machines per calendar year therefore produces a minimum On-Premise Service Fee of EUR 150.000 per year, to which the Token packages purchased for those Machines are added.

8.2 The Service Fee is fixed and is not discounted

The On-Premise Service Fee is a fixed amount for each Machine and for each calendar year. It is not reduced by any volume discount, by any bracket or by any other mechanism, whatever the number of Machines licensed. This rule prevails over any statement, in any other document or commercial material, providing for a discount ladder computed on the licensed volume, for bracket rates per Machine or for fees elected per application. The Token packages purchased for those Machines carry the size discount already included in their price and the quantity discount of Art. 7.4, which is the single volume mechanism of the enterprise channel.

8.3 Blocks of 50 Machines

Each block of 50 additional Machines is invoiced at EUR 75.000 of On-Premise Service Fee, that is 50 times EUR 1.500, together with the Token packages ordered for those Machines. A block is never split for pricing purposes and no bracket rate is applied to it.

8.4 No retroactive recalculation

Reaching a higher quantity-discount bracket under Art. 7.4 in a later Order does not give rise to any recalculation, credit or refund in respect of Token packages already invoiced under a previous Order, and a reduction of the number of Machines does not give rise to any recalculation of the On-Premise Service Fee of previous years.

Art. 9 — Items supplied upon quotation

9.1 Scope

The following items are supplied upon quotation: startup and setup of the first real project, UI Designer services, custom components, the IPC hardware bundle, AI training, training sessions, integrations and any other item expressly identified as supplied upon quotation in the Order or in the commercial documentation.

9.2 Payment terms of quoted items

For such items the payment timing, milestones and methods set out in the accepted quotation prevail over Art. 5 and Art. 6. Where the quotation is silent, the item is invoiced upon delivery or completion and is payable within 30 days of the invoice date.

9.3 Validity of quotations

Unless the quotation states a different period, a quotation is valid for 30 days from its date; after that period the Provider may reissue it at updated conditions.

9.4 IPC hardware bundle

For the supply of preconfigured industrial hardware, title passes to the Customer only upon payment in full of the price, the Provider expressly reserving title until then in accordance with Article 1523 of the Italian Civil Code, while the risk of loss or damage passes upon handover of the goods to the carrier. Hardware is covered by the manufacturer's warranty, without prejudice to the statutory guarantee owed to consumers.

Art. 10 — Invoicing

10.1 Italy — Interchange System

For customers established in Italy, invoices are issued in electronic format and transmitted through the Interchange System pursuant to Legislative Decree No. 127/2015 and Article 1, paragraph 909, of Law No. 205/2017. The Customer provides its recipient code or its certified electronic mail address and keeps them up to date. The invoice is deemed delivered upon issue of the delivery receipt by the Interchange System or, where delivery fails for reasons attributable to the Customer, upon making the invoice available in the Customer's tax drawer.

10.2 Other jurisdictions

For customers established outside Italy, invoices are issued in electronic document form and sent by email to the billing address stated in the Order, and are also transmitted through the Interchange System where Italian law so requires for reporting purposes. Where the law of the Customer's country makes a specific electronic invoicing format or channel mandatory, the Parties cooperate in good faith so that invoices are issued through that channel, without any change to the Fees or to the Due Dates.

10.3 Billing data

The Customer is responsible for the accuracy and updating of its company name, registered office, VAT identification number, billing address, recipient code, certified electronic mail address and any purchase order reference. Costs incurred in reissuing invoices as a result of incorrect data supplied by the Customer are borne by the Customer, and incorrect data do not postpone the Due Date.

10.4 Delivery and deemed receipt

An invoice sent by email is deemed received on the day of sending, save proof of a technical failure notified by the Customer within 3 Business Days. The Provider also makes invoices available in the Customer's area of the Platform.

10.5 Credit notes

Any amount recognised as due to the Customer is settled by credit note and, where a payment is due, by transfer to the account from which the original payment was made, in accordance with Art. 17.5.

Art. 11 — Withholding taxes and gross-up

11.1 Gross-up

All Fees are paid free of any withholding or deduction. Where the law of the Customer's country, which typically occurs outside the European Union and in respect of payments characterised locally as royalties, requires the Customer to withhold or deduct any amount, the Customer increases the payment so that the Provider receives and retains the full amount it would have received had no withholding or deduction been required.

11.2 Treaty relief

Where a double taxation treaty between Italy and the Customer's country provides for exemption from, or a reduced rate of, withholding tax, the Provider promptly supplies a certificate of tax residence issued by the Italian tax authority and any form reasonably required, and the Parties cooperate so that the reduced rate is applied at source. Once the reduced rate has been applied, the gross-up under Art. 11.1 is limited to the residual withholding actually applied.

11.3 Evidence

The Customer delivers to the Provider the original certificates or official receipts evidencing payment of the withheld tax within 30 days of the withholding, in a form suitable for use before the Italian tax authority.

11.4 Refund of foreign tax credit actually obtained

Where, as a result of the certificates supplied under Art. 11.3, the Provider actually obtains a credit or a refund in respect of the withheld tax, it repays to the Customer the amount so obtained, up to the amount of the gross-up paid, within 60 days of obtaining it.

Art. 12 — No set-off, retention or deduction

12.1 Rule

In business transactions the Customer pays each invoice in full on the Due Date, without set-off, counterclaim, retention or deduction of any kind, and may not make payment conditional upon the outcome of any claim it may assert against the Provider on any ground.

12.2 Exceptions

Art. 12.1 does not apply to: (a) amounts finally awarded to the Customer by a court or arbitral tribunal having jurisdiction, or acknowledged in writing by the Provider; (b) amounts covered by a credit note issued by the Provider; and (c) the portion of an invoice disputed in good faith in accordance with Art. 15, which is governed by that article.

12.3 Provider's set-off

The Provider may set off any amount due to the Customer, including credits arising under Art. 6.7 and Art. 17, against any amount due from the Customer under the Agreement.

Art. 13 — Late payment, default interest and recovery costs

13.1 Default interest in business transactions

In business transactions, interest accrues automatically on any amount not paid by the Due Date, from the day following the Due Date until the date of actual credit, without any notice of default being required, pursuant to Legislative Decree No. 231 of 9 October 2002 implementing Directive 2011/7/EU on combating late payment in commercial transactions. The applicable rate is the reference rate of the European Central Bank increased by eight percentage points, as determined and published every six months by the Italian Ministry of Economy and Finance in the Official Gazette. That rate is incorporated by reference and updates automatically on 1 January and on 1 July of each year, with no need to amend these Payment Terms, and no figure is reproduced in this article for that reason. No provision of the Agreement excludes or limits default interest or recovery costs, and any provision that purported to do so would be grossly unfair and void under the said Legislative Decree.

13.2 Recovery costs

In addition to interest, the Provider is entitled, without any notice of default being required, to a fixed sum of EUR 40 by way of compensation for recovery costs, and to reimbursement of the reasonable further costs incurred in recovering the sums due, including legal and collection costs.

13.3 Appropriation of payments

Partial payments are applied first to recovery costs, then to interest and lastly to principal, in accordance with Article 1194 of the Italian Civil Code, and, among several debts, to the oldest invoice first, in accordance with Article 1193 of the Italian Civil Code, unless the Provider agrees otherwise in writing.

13.4 Relationship with the limitation of liability

The limitation of the Provider's liability set out in the Master Terms, under which the Provider's aggregate liability is capped at the Fees paid by the Customer in the 12 months preceding the event giving rise to the claim, save in cases of wilful misconduct or gross negligence, concerns the Provider's liability only. It does not limit, reduce or affect in any way the Customer's obligation to pay Fees, default interest, recovery costs and true-up amounts, which are not damages and are not subject to any cap.

13.5 Consumers

Where the Customer is a consumer, this article does not apply; interest accrues at the statutory rate under Article 1284 of the Italian Civil Code from the date of formal notice, and no fixed recovery sum is charged.

Art. 14 — Dunning, suspension and termination for non-payment

14.1 Reminder and cure period

This article sets out the single dunning sequence applicable to all channels — written reminder, cure period, suspension and, on its expiry, termination — to which the Master Terms and the Enterprise Schedule refer, and no different sequence or period applies. Before suspending the Service, the Provider sends a written reminder by email and, for Italian business customers, by certified electronic mail, granting a period of 15 days to remedy the non-payment. Where the payment card of a Shop plan is declined, the Provider notifies the Customer, retries the charge up to three times within 7 days and, failing payment, applies the same cure period.

14.2 Suspension

On expiry of the cure period without payment, the Provider may suspend, in whole or in part, access to the Service, the crediting of Tokens and the issue or renewal of Grants, and may decline renewal, until payment in full. Suspension does not release the Customer from Fees accrued or accruing for the suspended period and does not constitute a breach by the Provider. The Provider may act without prior notice only in the cases of urgency expressly provided for in the Master Terms, and in such cases gives notice immediately afterwards.

14.3 On-Premise supplies

For On-Premise supplies, suspension consists of the suspension of support, maintenance and remote assistance and of the non-renewal of the Grants at their natural expiry, subject to the grace period of 30 days provided for in the Master Terms. The Provider does not deactivate or disable the Software already installed and operating on Machines during the paid period, and does not use any remote disabling function as a means of debt collection.

14.4 Termination

Where the non-payment continues for a further 30 days after suspension, the Provider may terminate the Agreement with immediate effect pursuant to the express termination clause of the Master Terms and, for On-Premise supplies, recover the server made available on loan for use in accordance with Art. 6.8, without prejudice to the recovery of all amounts due.

14.5 Data retrieval preserved

Suspension and termination do not affect the Customer's right to retrieve its data. The Provider does not erase Customer Data during suspension and grants a retrieval period of not less than 30 days from termination, in accordance with the Master Terms and with Regulation (EU) 2023/2854. The exercise of that right may not be made conditional upon payment of the disputed amounts, without prejudice to the right to recover them.

14.6 Reactivation

Upon receipt of payment in full the Provider reactivates the Service within 2 Business Days. No reactivation fee is charged.

Art. 15 — Invoice disputes

15.1 Notice of dispute

The Customer may dispute an invoice by written notice, sent within 15 days of receipt to the addresses stated in the Order, specifying the invoice, the amount disputed and the grounds of the dispute in reasonable detail.

15.2 Undisputed amounts

The Customer pays by the Due Date any amount that is not disputed, including the undisputed portion of a partially disputed invoice.

15.3 Effects of a dispute made in good faith

A dispute made in good faith and in accordance with Art. 15.1 suspends, in respect of the disputed portion only, the accrual of default interest and the right to suspend the Service, until the dispute is resolved. If the dispute is found to be unfounded, interest accrues from the original Due Date, as if the dispute had not been made.

15.4 Escalation

The Parties examine the dispute within 15 days of the notice, in a meeting held in remote mode where appropriate. Failing agreement, either Party may pursue the remedies provided for in the Master Terms.

15.5 Deemed acceptance for accounting purposes

An invoice not disputed within the period set out in Art. 15.1 is deemed accepted for accounting purposes and may be included in the reconciliation of the Parties' accounts, without prejudice to any right that the Customer may assert within the statutory limitation periods.

Art. 16 — Sanctions, anti-money-laundering and payment screening

16.1 Refusal and return of payments

The Provider may refuse, return or freeze any payment which originates from, or transits through, an entity or a financial institution subject to restrictive measures, or which the Provider is required to refuse under applicable anti-money-laundering or sanctions law. Such refusal does not constitute a breach by the Provider, and the payment obligation of the Customer is not discharged until a compliant payment is received.

16.2 Costs

Bank charges, freezing costs and return costs arising from a payment refused under Art. 16.1 are borne by the Customer.

16.3 Information

The Customer promptly informs the Provider of any change in its ownership, control or place of establishment which is relevant to sanctions screening, and provides the information reasonably required to complete customer due diligence.

Art. 17 — Refunds, credits, unused Tokens and switching

17.1 Tokens bound to a Machine

Fees already paid are not refundable during the contractual term. The Tokens credited to the wallet of a Designated Machine are permanently bound to that Machine, in accordance with Art. 5.3 of the Master Terms: they are usable for any property, export, activity or other metered consumption relating to that same Machine, whichever application is concerned, and they are not pooled, are not transferable to another Machine, are not reassigned between the Customer and its Affiliates or to any third party, and are not convertible into money, into credit or into a proportional refund. There is no reassignment procedure.

The replacement of the control hardware of the same Machine, with the identifier updated in the Console, is not a transfer and does not create a new Machine: the wallet follows the identity of the Machine, in accordance with Art. 4.3 of the Enterprise Schedule (IUX-EN-20). Where the Machine is decommissioned, the Tokens remaining in its wallet remain bound to it and cease to be usable, without credit and without refund. This article applies without prejudice to the rights that mandatory law confers on the Customer and that may not be derogated from.

17.2 Proportional credit on early termination and on switching

Where the Agreement ends before the natural expiry of the period as a result of withdrawal, of cancellation, of termination or of a switching process under Regulation (EU) 2023/2854, the Customer chooses between a credit and a proportional refund in money of the part that has been prepaid and not consumed, namely of the unused Prepaid Credits of the account wallet, valued at the unit price actually paid, and of the unexpired portion of prepaid periodic Fees, computed on a daily basis. Outright forfeiture of those prepaid amounts does not apply in any circumstances, without prejudice to the Provider's right of set-off under Art. 12.3.

This article does not apply to the Tokens credited to the wallet of a Designated Machine, which are governed exclusively by Art. 17.1 and do not become a proportional credit in any circumstances, nor to the expiry of the period of validity of the Prepaid Credits, which is a distinct and further regime governed by Art. 17.6.

17.3 Switching charges

The Provider applies no switching charge, no data egress charge and no charge connected with the transfer of the Customer's data and digital assets to another provider or to the Customer's own infrastructure. The transition period does not exceed 30 days, the notice for initiating the process does not exceed 2 months and the retrieval period is not less than 30 days, in accordance with Articles 23, 25 and 29 of Regulation (EU) 2023/2854; the Provider applies the zero-charge regime from the date of these Payment Terms, in advance of the date from which it becomes mandatory.

17.4 Consumer withdrawal

A consumer who withdraws within 14 days from the conclusion of the contract for a continuous service is charged only an amount proportionate to the service actually supplied up to the communication of withdrawal, in accordance with Article 57, paragraph 3, of the Italian Consumer Code, and the balance is refunded. For one-off digital content the specific rules on loss of the right of withdrawal set out in the Shop Schedule apply, following the express consent and acknowledgement given by the consumer before supply begins.

17.5 Method and timing of refunds

Refunds are made using the same means of payment used for the original transaction, unless the Customer expressly agrees otherwise, and at no cost to the Customer. The refund or, where the Customer opts for it, the credit is provided within 30 days of the event giving rise to it where the Customer is a business customer, and within 14 days where the Customer is a consumer.

17.6 Validity of the Prepaid Credits of the account wallet

The Prepaid Credits purchased through the Shop may be used for 24 months from the day on which they are credited to the wallet of the customer account. Consumption is applied in the order in which the Credits were credited, the oldest first. The Provider sends a reminder 60 days and again

30 days before the expiry of each tranche, stating the amount concerned, the date of expiry and the way in which the Credits may still be used.

At the expiry of that period the part of the tranche that has not been consumed ceases to be spendable. For business customers that part lapses at that moment. For consumers the loss of spendability does not entail the forfeiture of the sum paid: the part not consumed remains reimbursable at the request of the consumer, valued at the unit price actually paid, and the Provider gives effect to the request within 14 days of it, by the means set out in Art. 17.5. Article 33(2)(e) of the Italian Consumer Code operates as a floor, so that no provision of these Payment Terms allows the Provider to retain a sum paid by a consumer without a corresponding entitlement.

Art. 13 of the Shop Schedule (IUX-EN-10) is the single source of this regime, which is distinct from, and additional to, the regime of withdrawal, cancellation, termination and switching set out in Art. 17.2; the two are not to be confused. This article does not apply to the Tokens bound to a Designated Machine, which are governed by Art. 17.1.

Art. 18 — Fee changes

18.1 Fees fixed during the term

The Fees stated in the Order are fixed for the whole of the contractual period in progress. No indexation, revision or adjustment takes effect during that period, save for changes in taxes and for the true-up mechanisms expressly provided for in Art. 6.7 and in the audit clause of the Master Terms.

18.2 Change at renewal

The Provider may update the Fees with effect from a renewal, giving written notice at least 60 days before the first day of the renewal period. Where the Customer does not accept the new Fees, it may terminate with effect from the expiry of the period in progress, by written notice given before that expiry and without any charge, and the Fees in force continue to apply until that expiry.

18.3 Consumers

Where the Customer is a consumer, notice of the change is given at least 60 days in advance and, in any event, together with the renewal notice referred to in Art. 5.2; the consumer may cancel at any time by self-service means before the change takes effect, without charge and without giving reasons.

Art. 19 — Consumers and mandatory protections

19.1 Provisions not applicable to consumers

Where the Customer acts as a consumer, the following do not apply: Art. 11 on withholding and gross-up; Art. 12 on the exclusion of set-off, retention and deduction; Art. 13.1 and Art. 13.2 on default interest and recovery costs in business transactions; Art. 15.5 on deemed acceptance for accounting purposes; and Art. 9.4 as regards the reservation of title, without prejudice to the statutory guarantee of conformity.

19.2 Applicable regime

For consumers, interest accrues under Art. 13.5, the right to withhold performance under Article 1460 of the Italian Civil Code and the statutory rights of set-off remain unaffected, and any term of these Payment Terms which caused a significant imbalance to the detriment of the consumer would be void under Article 33 of the Italian Consumer Code, the remainder of the contract continuing in force.

19.3 Access to the channels

Access to the Business, Enterprise Online, On-Premise and VPS supplies is reserved to business customers holding a VAT identification number; consumers may purchase only through the Shop, on the Trial and Base plans, for which the consumer protections referred to in this article apply in full.

Art. 20 — Final provisions

20.1 Amendments

Any amendment to these Payment Terms is valid only if made in writing and accepted by both Parties in accordance with the acceptance mechanisms provided for in the Master Terms, namely one-time-password acceptance with a full audit trail for self-service and non-European Union enterprise flows, and qualified electronic signature on the downloaded document for European Union enterprise customers.

20.2 No waiver

The Provider's failure to enforce, or delay in enforcing, any right under these Payment Terms does not constitute a waiver of that right and does not preclude its subsequent enforcement.

20.3 Records and evidence

The Provider retains the records of acceptance of these Payment Terms, including the timestamp, the internet protocol address, the user agent, the account used and the hash and version of the document accepted, together with invoices, payment records and Grants, for 10 years, in tamper-evident form, in accordance with the applicable retention obligations and with the information given in the privacy notice.

20.4 Notices

Notices relating to payment are sent to the addresses stated in the Order and, for the Provider, to devibrain@pec.it or to support@devibrain.com. A notice sent by certified electronic mail is deemed received upon issue of the delivery receipt.

20.5 Governing law and jurisdiction

These Payment Terms are governed by Italian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and are subject to the exclusive jurisdiction of the courts of Bergamo, Italy, and to the optional arbitration clause, both as set out in the Master Terms, without prejudice to the Provider's right to seek interim relief and orders for payment before any competent court and, where the Customer is a consumer, to the courts and mandatory protections applicable to consumers.

20.6 Language

The English text of these Payment Terms is the authoritative text. Any translation is provided for convenience only and, in the event of any inconsistency, the English text prevails, save where mandatory consumer law requires otherwise.

20.7 Version and effective date

These Payment Terms are version 1.2, effective from 11 August 2026, and replace any previous version of the payment conditions applicable to the channels referred to in Art. 1.2, including the separate Italian, worldwide and On-Premise payment conditions, whose content is consolidated here.

These Payment Terms are an annex incorporated into the Agreement and are not signed as a separate document: they are accepted together with the Master Terms and the applicable channel Schedule in a single act, through the acceptance mechanisms referred to in Art. 20.1. The specific approval of the clauses which require it under Articles 1341 and 1342 of the Italian Civil Code, including those of these Payment Terms, is given for the contractual package as a whole in the blocks of specific approval contained in the Master Terms and in the Enterprise Schedule (IUX-EN-20); that approval is required from business customers only and produces no effect in relation to consumers.

Validation note

This document is a release candidate version 1.2 of the IndustryUX payment conditions. It has been prepared on the basis of the decisions approved on 10 and 11 August 2026 and of the price list in force on the latter date. It is not legal advice and it does not replace professional assessment: before it is adopted with real customers, and in particular before it is used in cross-border transactions, in public procurement or with financial-sector customers, it must be validated by a qualified lawyer and, as regards the personal data and retention aspects referred to in Art. 20.3, by the data protection officer. For information only, and without forming part of the contractual text, the rate of default interest determined under the mechanism referred to in Art. 13.1 is 10,40% per annum for the second half of 2026; no figure appears in the body of the document because that rate is updated every six months by operation of the reference made in that article.

Changelog

Version	Date	Changes
1.0	2026-08-10	First release candidate of the Payment Terms (IUX-EN-37)
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	Plan matrix 2026-08-11: plan fees Base EUR 49,00, Business (formerly Pro) EUR 149,00 and Enterprise Online (formerly Enterprise Cloud) EUR 249,00 per month with reference to the Price List; the Base/Plus hosting tiers are abolished and replaced by the single Enterprise Online subscription fee; advance payment confirmed for Business and Enterprise Online; On-Premise 30/30/40 milestones and semi-annual invoicing unchanged; Token packages unchanged

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