Valid from	08/15/2026	**Jurisdiction**	Italy — consumer carve-outs, D.Lgs. 206/2005

Shop Schedule

IndustryUX Platform — Schedule A to the Master Subscription and Licence Terms (Shop, Trial Plan, Base Plan)

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Versione	1.2
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Destinatari	Consumers and business customers ordering through the IndustryUX Shop
Lingua	English (authoritative)
Classificazione	Contractual document

Art. 1 — Purpose, scope and order of precedence

1.1 Purpose

This Shop Schedule (Schedule A, IUX-EN-10, the "Schedule") supplements the IndustryUX Master Subscription and Licence Terms, document IUX-EN-01 (the "Master Terms"), and governs every contract concluded through the IndustryUX self-service online shop operated at www.industryux.com (the "Shop") by DEVIBRAIN S.R.L., the Provider (DevIBrain), designated in this Schedule as the "Provider". Within its scope this Schedule prevails over the Master Terms, in accordance with the single order of precedence set out in Art. 2.3 of the Master Terms and recalled in Art. 1.4.

1.2 Offerings covered

This Schedule applies to: (a) the Trial Plan; (b) the Base Plan; (c) one-off digital content sold for download through the Shop, including compiled Custom Web Controls ("CWC"), exported applications, templates and libraries; and (d) prepaid credits offered through the Shop. The Business and Enterprise Online plans are business-to-business plans reserved to business customers, are not available to Consumers and are governed by the Enterprise Schedule (Schedule B, IUX-EN-20), which requires the signature of the contract and of a non-disclosure agreement before checkout, in the forms provided for by that Schedule, including where those plans are ordered at checkout; this Schedule recalls them and does not govern them. On-Premise and VPS deployments are sold exclusively through the "Contact Us" channel, outside the Shop, and are likewise governed by the Enterprise Schedule.

1.3 Customers covered

The Shop is open both to Consumers and to Professionals. "Consumer" means a natural person acting for purposes which are outside his or her trade, business, craft or profession. "Professional" means any person, including a sole trader, a small or medium-sized enterprise and a public body, acting for purposes relating to its trade, business, craft or profession, who declares a valid VAT identification number or equivalent tax registration at checkout. Where a provision of this Schedule states that it applies to Consumers, it applies only to Consumers; where it states that it applies to Professionals, it applies only to Professionals; all other provisions apply to both.

1.4 Order of precedence

In the event of conflict, the single order of precedence set out in Art. 2.3 of the Master Terms applies, and is not restated in this Schedule. For the purposes of that Article, as regards contracts concluded through the Shop: the Order is the order confirmation issued for the specific order (the "Order Confirmation"); the applicable Channel Schedule is this Schedule; and the annexes referred to in the Master Terms are the Service Level Agreement (IUX-EN-30), the Data Processing Agreement (IUX-EN-31), the Acceptable Use Policy (IUX-EN-35), the Payment Terms (IUX-EN-37) and the Price List, the latter being composed as set out in Art. 9.1 of the Master Terms. Mandatory rules of consumer protection, and any other mandatory rule applicable to the customer, prevail over every contract document, as provided for in that Article and recalled in Art. 16.

1.5 Language

The English text of this Schedule is the authoritative text. An Italian courtesy translation is made available in the Shop. For Professionals, in case of discrepancy the English text prevails. For Consumers, in case of doubt as to the meaning of a provision, the interpretation most favourable to the Consumer prevails, in accordance with Article 35(2) of the Italian Consumer Code (Legislative Decree 206/2005, the "Consumer Code").

Art. 2 — Definitions

2.1 Definitions specific to this Schedule

In addition to the definitions of the Master Terms, the following terms have the meaning set out below.

• "Shop" means the self-service ordering environment published at www.industryux.com, including the product pages, the cart, the checkout and the customer account area.

• "Self-Service Plans" means the Trial Plan and the Base Plan.

• "Trial Plan" means the time-limited access to the Platform offered free of charge for evaluation purposes, with the scope and duration stated on its plan page.

• "Base Plan" means the paid subscription to the Platform with the functional scope, limits and Subscription Period stated on its plan page at the time of the order, offered at the price published on the price page of the Shop, which at the date of this Schedule is EUR 49,00 per month. The Base Plan includes the storage space stated on its plan page, at the date of this Schedule two (2) GB, in the shared hosting environment described in Art. 12.5 of the Master Terms, and access to the 3D Builder application in the limited configuration (component download only, without the properties features), with the limits published on the plan page. The Base Plan does not include, and does not require, any licence bound to a machine: the metered features used under it are paid directly with the Prepaid Credits held in the wallet of the customer account, within the functional limits of the plan; in addition to the single trial download referred to in Art. 7.6, each licensed download of a component is paid with those Prepaid Credits in accordance with Art. 13 and confers a single-use licence of the individual component, supplied as One-off Digital Content within the meaning of Art. 9.

• "One-off Digital Content" means digital content supplied through the Shop in a single act of supply or in a series of individual acts of supply, in particular files made available for download, including CWC.

• "Digital Service" means a service supplied continuously over time which allows the customer to create, process, store or access data in digital form, in particular the Self-Service Plans.

• "Subscription Period" means the billing and commitment period selected at checkout, on a monthly or annual basis.

• "Withdrawal Period" means the period of fourteen (14) calendar days during which a Consumer may withdraw from a distance contract without giving any reason.

• "Order Confirmation" means the confirmation of the concluded contract sent by the Provider to the customer on a durable medium.

• "Durable Medium" means any instrument which enables the customer to store information addressed personally to it in a way accessible for future reference for an adequate period, and which allows the unchanged reproduction of that information, including e-mail and downloadable PDF files stored in the customer account area.

• "Acceptance Record" means the electronic evidence record described in Art. 5.

• "Prepaid Credits" are the Tokens within the meaning of the Master Terms, in the denomination used in the Shop: units of account purchased in advance through the Shop, credited to the wallet of the customer account and consumed against metered features of the Platform. Prepaid Credits belong to the account and are not allocated to, and never become bound to, any machine. They are to be distinguished from the Tokens credited to the wallet of a machine under the Enterprise

Schedule (Schedule B, IUX-EN-20), which remain permanently bound to that machine, are usable only for that machine and are governed exclusively by that Schedule: those Tokens are not Prepaid Credits within the meaning of this Schedule, and this Schedule confers no right to their transfer, conversion or reimbursement.

Art. 3 — Pre-contractual information

3.1 Identity and contact details of the trader

DEVIBRAIN S.R.L., a limited liability company incorporated under Italian law, with registered office at Via Coghetti 6, 24128 Bergamo (BG), Italy, VAT number and tax code IT04507220160, certified electronic mail (PEC) devibrain@pec.it, electronic mail support@devibrain.com and info@devibrain.com, website www.industryux.com. IndustryUX is a registered trade mark of DEVIBRAIN S.R.L. The telephone number and any further contact channels are published, and kept up to date, in the "Contacts" section of the Shop and are repeated in the Order Confirmation. Complaints may be addressed to the registered office or to support@devibrain.com, as set out in Art. 18.

3.2 Information provided before the order

Before the customer is bound by the order, the Provider provides in a clear and comprehensible manner, on the product page, in the cart, on the order summary page and in this Schedule, the information required by Article 49(1) of the Consumer Code. The table below indicates the content of that information or where it is provided.

Information	Content or place where it is provided
Main characteristics of the digital content or digital service	Product or plan page in the Shop and the technical documentation linked from it
Identity of the trader	Art. 3.1
Geographical address, electronic mail address, telephone number	Art. 3.1 and the "Contacts" section of the Shop
Address to which complaints may be addressed	Registered office and support@devibrain.com; see Art. 18
Total price inclusive of taxes and of all additional charges	Cart and order summary page, displayed before the order button; for Consumers always inclusive of VAT

Information	Content or place where it is provided
Personalised price based on automated decision-making	Prices are not personalised by automated decision-making: the published price applies to all customers of the same category
Cost of the means of distance communication	No surcharge is applied; the customer bears only the cost of its own internet connection
Arrangements for payment, supply, performance and complaint handling	Art. 6, Art. 4 and Art. 18
Conditions, time limit and procedures for exercising the right of withdrawal, and model withdrawal form	Art. 8, Art. 9, Art. 10 and Art. 23
Costs of returning goods	Not applicable: no tangible goods are sold through the Shop
Amount payable where the Consumer withdraws after having requested immediate performance	Art. 10.4
Cases in which the right of withdrawal is lost or does not apply	Art. 9 and Art. 8.7
Reminder of the legal guarantee of conformity	Art. 11
Commercial guarantees and after-sales assistance	Art. 11.10 and the support conditions published in the Shop
Legal guarantee applicable to digital content and digital services	Art. 11
Minimum period during which updates are provided	Art. 11.5
Codes of conduct	Art. 3.4

Information	Content or place where it is provided
Duration of the contract, automatic renewal and conditions for terminating it	Art. 12
Period of validity of the Prepaid Credits and consequences of its expiry	Art. 13.2 and Art. 13.4
Minimum duration of the Consumer's obligations	Art. 12.1
Deposits or other financial guarantees	None is requested
Functionality, compatibility and interoperability of the digital content or digital service	Product page and technical documentation linked from it; see also Art. 11.3
Out-of-court complaint and redress mechanisms	Art. 18

3.3 Information required by the electronic commerce rules

Before the order is placed, and in accordance with Article 12 of Legislative Decree 70/2003, the Provider also informs the customer of: (a) the technical steps to conclude the contract, set out in Art. 4.1; (b) the way in which the concluded contract is filed and how it can be accessed, set out in Art. 4.5; (c) the technical means for identifying and correcting input errors before the order is submitted, set out in Art. 4.4; (d) the codes of conduct referred to in Art. 3.4; (e) the languages in which the contract may be concluded, namely English and Italian; and (f) the out-of-court dispute resolution mechanisms referred to in Art. 18.

3.4 Codes of conduct

The Provider does not adhere to any external code of conduct within the meaning of consumer legislation. The Code of Ethics of the Provider published on the website governs internal conduct and does not create rights for customers additional to those arising from the contract documents and from the applicable law.

3.5 Effect of the information

The information referred to in this Article forms an integral part of the contract and may not be altered unless the parties expressly agree otherwise. Where the Provider has failed to provide the information on additional charges or on the costs referred to in Article 49(1) of the Consumer Code, the Consumer does not bear those charges or costs.

Art. 4 — Conclusion of the contract and order button

4.1 Technical steps

The contract is concluded through the following steps: (a) selection of the plan or of the digital content and addition to the cart; (b) creation of, or access to, the customer account, with verification of the electronic mail address; the registration of a new account is completed with the acceptance of the contract documents through the two-step one-time password procedure described in Art. 5; (c) entry of the billing data and, for Professionals, of the VAT identification number; (d) display of the order summary page showing the products ordered, the Subscription Period where applicable and the total price payable; (e) where applicable, expression of the separate consents described in Art. 9 and Art. 10; (f) submission of the order by pressing the order button; (g) payment; (h) sending of the Order Confirmation.

4.2 Order button

Where the order entails an obligation to pay, the function used to submit the order bears exclusively the wording "Order with obligation to pay" and, in the Italian version of the Shop, "Ordine con obbligo di pagare", in a legible and unambiguous manner. If that requirement is not met, the Consumer is not bound by the contract or by the order, in accordance with Article 51(2) of the Consumer Code.

4.3 Formation of the contract

The contract is concluded when the Provider sends the Order Confirmation to the electronic mail address associated with the customer account. The Order Confirmation is provided on a Durable Medium, within a reasonable time and in any event before performance of the Digital Service begins or before the One-off Digital Content is made available for download, and it reproduces all the information referred to in Article 49(1) of the Consumer Code, including, where applicable, the confirmation of the consents given under Art. 9 and Art. 10.

4.4 Identification and correction of input errors

Until the order button is pressed, the customer may return to any previous step, modify the content of the cart, change the billing data and correct any input error by means of the editing functions available on the summary page. After the order has been submitted, the customer may request the correction of an input error by writing to support@devibrain.com; the Provider corrects the error without charge and, where the error concerns an essential element of the order, cancels the order and reimburses any amount paid within fourteen (14) days.

4.5 Filing of the contract and access

The Provider files the Order Confirmation, the exact version of this Schedule and of the Master Terms accepted by the customer, and the Acceptance Record. Those documents remain available to the customer in the "Documents" section of the customer account area, in PDF format, and are sent again on request at no charge. The retention period is ten (10) years from the end of the contractual relationship.

4.6 Languages

The contract may be concluded in English or in Italian. The Shop, the Order Confirmation and customer support are available in both languages.

Art. 5 — Acceptance, electronic signature and evidence

5.1 Acceptance of the contract documents

The full text of this Schedule and of the Master Terms is displayed and made downloadable during the registration of the customer account and, at any time, in the Shop and in the customer account area. Acceptance of the contract documents in force is expressed at the end of the registration of the customer account, for every account and independently of any order, through the two-step one-time password procedure described in Art. 5.2, which replaces any contractual tick box. The optional consents concerning privacy and marketing remain separate tick boxes and are never a condition for registration. No signature is collected at checkout: the order is submitted through the order button referred to in Art. 4.2 and, where due, the separate consents referred to in Art. 9 and Art. 10 are expressed there. No contract concluded through the Shop requires a handwritten signature or a qualified electronic signature.

5.2 One-time password

At the end of the registration of the customer account, the Provider sends a one-time password to the verified electronic mail address of the customer. The acceptance is collected in two distinct acts: a first act, by which the customer accepts the contract documents in force; and a second act, described in Art. 5.4, by which specific clauses are approved separately. Entering the one-time password in the Shop constitutes an electronic signature within the meaning of Article 3(10) of Regulation (EU) 910/2014 and is freely assessed as evidence in accordance with Articles 20 and 21 of the Italian Digital Administration Code (Legislative Decree 82/2005), having regard to the quality, security, integrity and immutability of the record described in Art. 5.3. Where a new version of the contract documents takes effect in accordance with Art. 14, its acceptance is collected through the same one-time password procedure at the first access to the account following the effective date and is recorded in the Acceptance Record.

5.3 Acceptance Record

For each acceptance and for each consent the Provider records and retains: the date and time of the event expressed in coordinated universal time; the IP address and the user agent of the device used; the identifier of the customer account and the verified electronic mail address; the code, the version and the SHA-256 hash of the exact text accepted; the type of consent expressed; and the method of attribution used, namely acceptance by tick box or confirmation by one-time password. The Acceptance Record is retained for ten (10) years on tamper-evident storage and a copy is provided to the customer on request at no charge.

5.4 Separate approval of specific clauses

Where the contract contains clauses of the type listed in Article 1341(2) of the Italian Civil Code, their approval is collected, in the second act of the procedure described in Art. 5.2, in a separate step in which the text of each clause is displayed in isolation and confirmed by a dedicated one-time password. Those clauses are: in the Master Terms, Art. 12.5 on the shared hosting environment; and, in this Schedule, Art. 12 on automatic renewal, Art. 13.4 on the expiry of the period of validity of the Prepaid Credits, Art. 14 on changes to the terms and to the prices, Art. 15 on suspension and termination, Art. 17 on limitation of liability and Art. 19 on jurisdiction.

5.5 Consumers

The separate approval described in Art. 5.4, where completed by a Consumer in the course of the registration, produces no effect in relation to the Consumer. Article 1341(2) of the Italian Civil Code does not operate in contracts concluded with a Consumer, and no approval, tick box or one-time password can validate a clause which is void under Articles 33 to 36 of the Consumer Code. The protections listed in Art. 16 apply to Consumers irrespective of any approval, tick box or one-time password.

Art. 6 — Prices, payment and invoicing

6.1 Prices

The applicable prices are those displayed in the Shop at the time the order is submitted. For Consumers, prices are stated inclusive of VAT and of every other tax and mandatory charge, and the total amount payable is displayed on the order summary page before the order button. For Professionals, prices are stated exclusive of VAT, which is charged at the applicable rate or, where the conditions are met, under the reverse charge mechanism.

6.2 Means of payment

Payments are made by the means offered at checkout and are processed by the payment service provider Nexi. The Provider does not store complete payment card data. No fee is charged for the use of a given means of payment beyond the cost borne by the Provider for its use.

6.3 Payment of subscriptions

Subscriptions to the Base Plan are payable in advance for each Subscription Period. By placing the order the customer authorises the Provider, through the payment service provider, to collect the amounts due for each Subscription Period on the payment instrument registered at checkout, until the subscription is cancelled in accordance with Art. 12.

6.4 Invoicing

Invoices and receipts are issued in electronic form, transmitted where applicable through the Italian exchange system for electronic invoicing, and made available in the customer account area.

6.5 Late payment

Where a Consumer is late in paying, statutory interest accrues and the Provider may suspend the service only after having sent a reminder and having allowed a further period of at least fifteen (15) days. Where a Professional is late in paying, interest accrues at the rate provided for by Legislative Decree 231/2002, as periodically determined, without prejudice to compensation for recovery costs.

6.6 Reimbursements

Every reimbursement due under this Schedule is made using the same means of payment used for the original transaction, unless the customer expressly agrees otherwise, and in any event without any fee for the customer.

Art. 7 — Trial Plan

7.1 Nature and duration

The Trial Plan is supplied free of charge for the period stated on its plan page, with the functional limits stated there. It is intended for evaluation and is not intended for use as the sole control system of any safety-related function, in accordance with the intended-use provisions of the Master Terms. The Trial Plan is available both to Consumers and to Professionals. It includes the storage space stated on its plan page, at the date of this Schedule two (2) GB, in the shared hosting environment described in Art. 12.5 of the Master Terms, in which customer environments are separated by identifier only, and access to the 3D Builder application in a limited configuration, which allows only the download of components and does not include the properties features. The functional limits and the values of the Trial Plan are those published on its plan page from time to time.

7.2 Verification of the payment instrument

The activation of the Trial Plan does not require the registration of a payment instrument. The verification of a payment instrument is required only to enable the trial download referred to in Art. 7.6. The verification is performed exclusively through a pre-authorisation of EUR 0,00 (a zero-amount authorisation) requested through the payment service provider, for the sole purpose of verifying the validity of the instrument and of registering the mandate for any subsequent paid subscription: no amount is charged or debited for the verification, and the verification is not consideration for the Trial Plan.

7.3 No automatic conversion

The Trial Plan does not convert into a paid subscription unless the customer has expressly ordered a paid subscription by pressing the order button referred to in Art. 4.2. Where a paid subscription has been ordered with an initial trial period, the Provider sends a reminder on a Durable Medium at least seven (7) days before the first charge, stating the date of the charge, the amount, the duration of the first Subscription Period and how to cancel; where the trial period is shorter than seven (7) days, that reminder is sent together with the Order Confirmation. Cancellation before the first charge is free of charge and is made through the self-service function referred to in Art. 12.4.

7.4 End of the Trial Plan

Where the Trial Plan is not followed by a paid subscription, access ceases on its expiry. Data retrieval after expiry is governed by the exit and switching provisions of the Master Terms, which grant a retrieval period of thirty (30) days and provide that no switching charge is applied.

7.5 Guided evaluation session

The Trial Plan is accompanied by the guided evaluation session provided for in Art. 3.5 of the Master Terms. Its composition and its duration are governed exclusively by that Article and are not restated here.

7.6 Downloads under the Trial Plan

Until the verification referred to in Art. 7.2 has been completed, every download is blocked under the Trial Plan. Once the verification has been completed, the Trial Plan allows one (1) single trial download of a component, free of charge, for evaluation purposes. No further download is available under the Trial Plan: further downloads require the Base Plan, under which each licensed download is paid with Prepaid Credits and confers a single-use licence of the individual component, in accordance with Art. 9 and Art. 13.

Art. 8 — Right of withdrawal: common provisions

8.1 Beneficiaries and duration

A Consumer has the right to withdraw from any contract concluded through the Shop within fourteen (14) days, without giving any reason and without incurring any cost other than, where applicable, the proportionate amount provided for in Art. 10.4.

8.2 Start of the Withdrawal Period

The Withdrawal Period runs from the day of conclusion of the contract, both for One-off Digital Content and for Digital Services.

8.3 How to withdraw

The Consumer may withdraw by: (a) using the "Withdraw from this order" function available in the customer account area; (b) sending an unequivocal statement to support@devibrain.com or to devibrain@pec.it; or (c) using the model withdrawal form set out in Art. 23, the use of which is optional. The Provider acknowledges receipt of the withdrawal on a Durable Medium without delay.

8.4 Effects and reimbursement

The Provider reimburses all payments received from the Consumer, less any proportionate amount due under Art. 10.4, without undue delay and in any event within fourteen (14) days from the day on which it is informed of the withdrawal, using the means of payment referred to in Art. 6.6. No fee, penalty or fixed deduction of any kind is applied.

8.5 Consequences for the use of the Platform

Upon withdrawal the Consumer ceases to use the digital content and the Digital Service, deletes any copy downloaded and, where applicable, ceases to distribute any application generated with it. The Provider disables access with effect from the date of the withdrawal, save for the retrieval period referred to in Art. 8.6.

8.6 Content provided or created by the Consumer

Upon withdrawal, the Provider refrains from using any content provided or created by the Consumer through the Platform, except content which has no utility outside the Platform, which relates only to the Consumer's activity, which has been aggregated with other data and cannot be disaggregated without disproportionate effort, or which has been generated jointly with other persons who continue to use it. On request made within thirty (30) days from the withdrawal, the Provider makes that content available to the Consumer free of charge, within a reasonable time and in a commonly used, machine-readable format.

8.7 Professionals

Professionals do not enjoy a statutory right of withdrawal in respect of contracts concluded through the Shop. Their right to cancel a subscription is governed by Art. 12.5.

Art. 9 — Withdrawal from contracts for One-off Digital Content

9.1 Conditions under which the right is lost

In accordance with Article 59(1)(o) of the Consumer Code, the right of withdrawal in respect of One-off Digital Content supplied on a non-tangible medium is lost only where all of the following conditions are met, cumulatively: (a) performance has begun; (b) the Consumer has given prior express consent to performance beginning during the Withdrawal Period; (c) the Consumer has acknowledged that the right of withdrawal is thereby lost; and (d) the Provider has provided the Order Confirmation on a Durable Medium reproducing that consent and that acknowledgement.

9.2 Text of the consent

The consent and the acknowledgement are collected through a dedicated tick box, which is not pre-ticked, which is separate from the acceptance of the contract documents and which reproduces exactly the following text: "I expressly request that performance of the contract begins immediately, before the expiry of the fourteen-day withdrawal period, and I acknowledge that I will lose my right of withdrawal once the download of, or the access to, the digital content has begun." In the Italian version of the Shop the text is: "Chiedo espressamente che l'esecuzione del contratto abbia inizio subito, prima della scadenza dei quattordici giorni per il recesso, e dichiaro di essere consapevole che, una volta iniziato il download o l'accesso al contenuto digitale, perderò il diritto di recesso."

9.3 Evidence

The consent is recorded in the Acceptance Record in accordance with Art. 5.3 and is reproduced verbatim in the Order Confirmation.

9.4 Where the consent is not given or is not validly collected

Where the Consumer does not give the consent referred to in Art. 9.2, the download is made available at the expiry of the Withdrawal Period or, on the Consumer's request, earlier, in which case Art. 9.1 applies only if all its conditions are met. Where any of the conditions listed in Art. 9.1 is missing, including where the consent is not recorded or the Order Confirmation does not reproduce it, the right of withdrawal continues to exist for the whole Withdrawal Period and the Consumer is entitled to full reimbursement, with no deduction whatsoever.

9.5 Relationship with the guarantee of conformity

The loss of the right of withdrawal never affects the remedies for lack of conformity set out in Art. 11, nor any other remedy available to the Consumer for non-performance.

Art. 10 — Withdrawal from contracts for Digital Services (Trial Plan and Base Plan)

10.1 The right of withdrawal is not lost by starting to use the service

The Self-Service Plans are Digital Services supplied continuously. The exception for services which have been fully performed does not operate in practice for a subscription, because full performance does not occur within the Withdrawal Period. Accordingly, the Consumer retains the right of withdrawal for the whole Withdrawal Period even after having begun to use the Self-Service Plan. The tick box described in Art. 9.2 is never used for the Self-Service Plans.

10.2 Express request for immediate performance

Where the Consumer wishes the service to start during the Withdrawal Period, a dedicated tick box, which is not pre-ticked, reproduces exactly the following text: "I expressly request that the service begins immediately, before the expiry of the fourteen-day withdrawal period. I keep my right of withdrawal and I understand that, if I withdraw after the service has started, I will pay only an amount proportionate to the service supplied up to the moment I inform the Provider of my withdrawal." In the Italian version of the Shop the text is: "Chiedo espressamente che il servizio abbia inizio subito, prima della scadenza dei quattordici giorni per il recesso. Conservo il diritto di recesso e prendo atto che, se recedo dopo l'inizio del servizio, dovrò corrispondere soltanto un importo proporzionale al servizio fruito fino al momento in cui comunico il recesso."

10.3 Where the request is not made

Where the Consumer does not make the request referred to in Art. 10.2, the service starts at the expiry of the Withdrawal Period and no amount is due for that period.

10.4 Proportionate amount

Where the Consumer withdraws after performance has begun following the request referred to in Art. 10.2, the Consumer pays an amount proportionate to what has been supplied up to the moment of communication of the withdrawal, calculated on a pro rata temporis basis on the total price agreed for the Subscription Period. By way of example, where an annual subscription is terminated by withdrawal on the tenth day of supply, the amount due is equal to ten days out of three hundred and sixty-five of the annual price, and the remainder of the price paid is reimbursed. Where the total price is manifestly excessive, the amount due is calculated on the market value of what has been supplied.

10.5 Cases in which nothing is due

The Consumer bears no cost at all, and is entitled to full reimbursement, where: (a) the express request referred to in Art. 10.2 was not made or was not recorded; or (b) the Provider failed to provide the information on the right of withdrawal or on the proportionate amount required by Article 49(1) of the Consumer Code.

10.6 No penalty and no forfeiture

No penalty, no fixed deduction, no activation fee and no forfeiture of prepaid amounts or of Prepaid Credits may be applied on withdrawal. Prepaid Credits which have not been consumed are reimbursed or credited in accordance with Art. 13.3.

Art. 11 — Legal guarantee of conformity and updates

11.1 Scope

This Article applies to Consumers and implements the rules on the supply of digital content and digital services introduced into the Consumer Code by Legislative Decree 173/2021. It applies whether the counter-performance consists of a price or of personal data, except where those data are processed solely to supply the service or to comply with a legal obligation.

11.2 Duration of the guarantee

The Provider is liable for any lack of conformity which exists at the time of supply and which becomes apparent within twenty-four (24) months from that time, in the case of One-off Digital Content, and for any lack of conformity which occurs or becomes apparent during the whole period of supply, in the case of a Digital Service.

11.3 Subjective conformity

The digital content and the Digital Service correspond to the description, quantity, quality, functionality, compatibility, interoperability and other features provided for in the contract, in the product page and in the technical documentation; they are supplied with the accessories, instructions and customer assistance provided for in the contract; and they are supplied with the updates provided for in the contract.

11.4 Objective conformity

The digital content and the Digital Service are also fit for the purposes for which digital content or digital services of the same type are normally used, are of the quantity and possess the qualities and performance features, including as regards functionality, compatibility, accessibility, continuity and security, which are normal for digital content or digital services of the same type and which the Consumer may reasonably expect, are supplied with any accessories and instructions the Consumer may reasonably expect to receive, and correspond to any trial version or preview made available by the Provider before the conclusion of the contract. Unless otherwise expressly agreed, the most recent version available at the time of the conclusion of the contract is supplied.

11.5 Updates

The Provider informs the Consumer of, and supplies, the updates, including security updates, which are necessary to keep the digital content and the Digital Service in conformity, as follows: (a) for One-off Digital Content, including CWC, for a minimum period of twenty-four (24) months from the supply; (b) for the Self-Service Plans, for the whole duration of the active subscription. Where the Consumer fails to install, within a reasonable time, an update which has been supplied, the Provider is not liable for a lack of conformity resulting solely from that failure, provided that the Consumer was informed of the availability of the update and of the consequences of not installing it, and that the failure to install was not due to shortcomings in the installation instructions.

11.6 Third-party rights

Where a restriction resulting from the violation of a right of a third party, in particular an intellectual property right, prevents or limits the use of the digital content or of the Digital Service, the Consumer has the remedies set out in Art. 11.7.

11.7 Remedies and their hierarchy

In the event of a lack of conformity, the Consumer is entitled, in the following order: (a) to have the digital content or the Digital Service brought into conformity, free of charge, within a reasonable time from the notification and without significant inconvenience, unless this is impossible or would impose disproportionate costs on the Provider; (b) to a proportionate reduction of the price for the period during which the content or the service was not in conformity, or, where the amount was paid in the form of Prepaid Credits, to a proportionate credit, where bringing into conformity is impossible or disproportionate, has not been provided within a reasonable time, has been provided with significant inconvenience or where the lack of conformity persists; and (c) to terminate the contract, unless the lack of conformity is minor, the burden of proving that it is minor lying with the Provider. On termination, the Provider reimburses all amounts paid for the period following the termination and, where the content was supplied in a single act, all amounts paid for it.

11.8 Burden of proof

For One-off Digital Content, the burden of proving that the content was in conformity at the time of supply lies with the Provider where the lack of conformity becomes apparent within one (1) year from that time. For a Digital Service, the burden of proving conformity lies with the Provider for any lack of conformity which becomes apparent during the period of supply.

11.9 Void limitations

Any contractual provision which, to the detriment of the Consumer, excludes or limits the rights set out in this Article, or which subjects them to conditions or time limits less favourable than those provided for by law, is void. The nullity operates only for the benefit of the Consumer and may be raised by the court of its own motion.

11.10 Commercial guarantees and support

Any commercial guarantee or support commitment published in the Shop is additional to, and never replaces or limits, the legal guarantee set out in this Article. Warranties granted to Professionals are governed by the Master Terms and by the general rules of the Italian Civil Code.

Art. 12 — Duration, automatic renewal and cancellation

12.1 Duration

The Base Plan is concluded for the Subscription Period selected at checkout, on a monthly or annual basis. The Consumer assumes no minimum obligation beyond the Subscription Period ordered.

12.2 Automatic renewal

Unless cancelled, the subscription renews automatically for successive periods equal to the Subscription Period ordered, at the price then applicable in accordance with Art. 14.2.

12.3 Prior notice to Consumers

In accordance with Article 65-bis of the Consumer Code, the Provider notifies the Consumer in writing, by electronic mail, at least thirty (30) days before each renewal date, indicating the renewal date, the duration and the price of the renewed period, the deadline by which cancellation must be communicated and the direct link to the self-service cancellation function. Where that notice is not given as required, the Consumer may cancel at any time until the following expiry, without any cost or penalty, and the Provider reimburses the proportionate part of the price corresponding to the unused period.

12.4 Self-service cancellation

Cancellation is available at any time, without giving reasons, through a dedicated function in the customer account area which requires no more steps, no additional identification and no different channel than those required to subscribe. Cancellation may also be communicated to support@devibrain.com or to devibrain@pec.it. The Provider confirms the cancellation on a Durable Medium without delay. Cancellation submitted before the renewal date takes effect at the end of the current Subscription Period, which the customer continues to use until its expiry.

12.5 Professionals

Professionals cancel Shop subscriptions through the same self-service function, with effect from the end of the current Subscription Period. The notice period of sixty (60) days provided for in the Master Terms applies to Enterprise Online, On-Premise and VPS subscriptions only and does not apply to subscriptions ordered through the Shop.

12.6 Effects of the end of the contract

At the end of the contract, access to the paid features ceases. Data retrieval, export formats, the thirty (30) day retrieval period and the absence of any switching charge are governed by the exit and switching provisions of the Master Terms, which apply to Consumers and Professionals alike. Unused Prepaid Credits are dealt with in accordance with Art. 13.

Art. 13 — Prepaid Credits

13.1 Nature

Prepaid Credits purchased through the Shop are paid in advance, are credited to the wallet of the customer account and are consumed against the metered features indicated in the product documentation. Consumption under the Base Plan is drawn directly from that wallet, no licence bound to a machine being required. The account area shows the balance, the tranches of Credits with their date of crediting and their date of expiry, and a statement of consumption.

13.2 Validity

Prepaid Credits may be used for twenty-four (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, so that the tranche closest to its expiry is always consumed first. No dormancy rule, no periodic deduction and no charge of any kind reduces the unused balance during that period. The Provider sends a reminder on a Durable Medium sixty (60) days and again thirty (30) days before the expiry of each tranche, stating the amount concerned, the date of expiry, the way in which the Credits may still be used and, for Consumers, the right to reimbursement set out in Art. 13.4.

13.3 No forfeiture on withdrawal, cancellation, termination or switching

Prepaid Credits which have not been consumed are never forfeited where the contractual relationship comes to an end. On withdrawal, on cancellation, on termination of the contract for any reason and on a switch to another provider, the customer chooses between a credit and a proportionate reimbursement of the part which has not been consumed, valued at the unit price actually paid. The Provider gives effect to that choice within thirty (30) days from the request for Professionals and within fourteen (14) days from the request for Consumers. Any provision providing for the automatic forfeiture of unused prepaid amounts in those cases is void as against Consumers under Article 33(2)(e) of the Consumer Code and is not applied by the Provider to Professionals ordering through the Shop. This Article governs the end of the contractual relationship only: the expiry of the period of validity is a distinct and further regime, governed by Art. 13.4, and the two are not to be confused.

13.4 Expiry of the period of validity

At the expiry of the period of twenty-four (24) months referred to in Art. 13.2, the part of the tranche which has not been consumed ceases to be spendable. For Professionals that part lapses at that moment. For Consumers the loss of spendability does not entail the forfeiture of the sum paid: the part which has not been 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 fourteen (14) days from it, using the means of payment referred to in Art. 6.6. Article 33(2)(e) of the Consumer Code operates as a floor: no provision of this Schedule allows the Provider to retain a sum paid by a Consumer without a corresponding entitlement. This Article does not apply where the contractual relationship comes to an end before the expiry, in which case Art. 13.3 applies.

Art. 14 — Changes to the terms, to the prices and to the service

14.1 Changes to the contract documents

The Provider may change this Schedule and the Master Terms only for one of the following valid reasons, expressly agreed here: a change in applicable law, regulation, case law or in a decision of a competent authority; a security requirement; a documented technical evolution of the Platform or of a third-party component on which it relies; a change in the terms imposed by a supplier of an underlying service; the introduction of new features which do not reduce those ordered; or a documented change in the costs of supplying the service. Any change is notified on a Durable

Medium, together with the text of the amended provisions, at least thirty (30) days before it takes effect for Consumers and at least sixty (60) days before it takes effect for Professionals, in accordance with Art. 23.1 of the Master Terms. Until the effective date the customer may terminate free of charge, with reimbursement of the proportionate part of any amount paid for the unused period. Silence amounts to acceptance only where the notice has expressly stated that consequence and the right to terminate.

14.2 Changes to prices

Price changes apply only from the renewal following the notice and are notified at least sixty (60) days before the renewal date. Until the effective date the customer may cancel free of charge in accordance with Art. 12.4. Prices of One-off Digital Content already purchased are never changed retroactively, and no change affects an order already confirmed.

14.3 Changes to the Digital Service

The Provider may change the Digital Service beyond what is necessary to maintain conformity only for one of the valid reasons listed in Art. 14.1, at no additional cost for the Consumer, and having informed the Consumer in a clear and comprehensible manner on a Durable Medium. Where the change negatively affects access to, or use of, the Digital Service to more than a minor extent, the Consumer may terminate the contract free of charge within thirty (30) days from receipt of the notice or from the date on which the change was made, whichever is later, and obtain reimbursement of the proportionate part of the price relating to the unused period. That right does not arise where the Provider enables the Consumer to keep, at no additional cost, the Digital Service without the change and in conformity with the contract.

14.4 Versioning

Each version of this Schedule bears a code, a version number and a date. Previous versions remain accessible in the Shop. The version applicable to a contract is the one accepted by the customer and recorded in the Acceptance Record.

Art. 15 — Suspension and termination by the Provider

15.1 Grounds

The Provider may suspend or terminate the service only where: (a) an amount due remains unpaid after the reminder and the further period referred to in Art. 6.5; (b) the customer seriously breaches the acceptable use policy or the licence provisions of the Master Terms; (c) suspension is necessary for security reasons or to comply with a legal obligation or an order of a competent authority; or (d) there is a well-founded suspicion of fraudulent use of the account or of the means of payment.

15.2 Proportionality and prior notice

Suspension is limited to what is necessary, is preceded by notice wherever the ground allows it and is lifted as soon as the ground ceases. The Provider does not suspend the service for non-payment of an amount which the customer has disputed in writing, in good faith and with reasons, before the due date.

15.3 Effects

Where the Provider terminates for a ground not attributable to the customer, or where a suspension attributable to the Provider lasts more than five (5) consecutive days, the Provider reimburses the proportionate part of the amounts paid for the unused period and the unused balance of Prepaid Credits in accordance with Art. 13.3. No penalty is applied to Consumers, without prejudice to compensation for damage actually proved.

15.4 Rights of the customer

This Article does not affect the customer's right to terminate the contract for the Provider's non-performance, nor the remedies set out in Art. 11.

Art. 16 — Mandatory consumer protections and unfair terms

16.1 Primacy of mandatory rules

Nothing in this Schedule, in the Master Terms or in any other contract document derogates from the mandatory rules protecting Consumers. Any provision which conflicts with those rules does not apply to Consumers, and this Schedule is to be read as if that provision had not been written in respect of Consumers.

16.2 Provisions not applied to Consumers

In particular, and without limitation, the following are not applied to Consumers: (a) any clause conferring jurisdiction on a court other than the one having jurisdiction at the Consumer's place of residence or elected domicile; (b) any exclusion or limitation of liability for death or personal injury caused by an act or omission of the Provider; (c) any exclusion or limitation of the Consumer's actions or remedies in the event of total, partial or defective non-performance by the Provider, including the remedies set out in Art. 11; (d) any right of the Provider to modify the contract, the price or the features of the service without a valid reason indicated in the contract, the valid reasons being exclusively those listed in Art. 14.1; (e) any provision allowing the Provider to retain sums paid by the Consumer, or to forfeit Prepaid Credits, where the Consumer withdraws or cancels, without an equivalent right of the Consumer where it is the Provider that terminates; (f) any reversal of the burden of proof or restriction of the means of evidence available to the Consumer; (g) any automatic renewal which does not comply with the prior notice provided for in Art. 12.3; (h) any extension of the Consumer's acceptance to clauses which the Consumer had no possibility of knowing before the conclusion of the contract; and (i) any arbitration clause or waiver of access to the ordinary courts.

16.3 Nature of the nullity

The nullity of an unfair term operates only for the benefit of the Consumer, may be raised by the court of its own motion and leaves the remainder of the contract effective.

16.4 Transparency

The contract documents are written in plain and intelligible language, are displayed in full before the conclusion of the contract, are downloadable in PDF format and remain available in the customer account area in the version accepted.

Art. 17 — Liability

17.1 Consumers

The Provider is liable towards Consumers in accordance with the law. No provision of this Schedule or of the Master Terms excludes or limits liability for death or personal injury, for wilful misconduct or gross negligence, or for the remedies for lack of conformity set out in Art. 11. The financial cap on liability provided for in the Master Terms does not apply to Consumers.

17.2 Professionals

Towards Professionals the limitation of liability of the Master Terms applies, namely a cap equal to the fees paid by the customer in the twelve (12) months preceding the event giving rise to the liability, which never covers wilful misconduct or gross negligence, in accordance with Article 1229 of the Italian Civil Code.

17.3 Intended use

The Platform is not designed, manufactured or intended for use as the sole control system of safety-related functions, nor for use in environments in which a malfunction could cause death, personal injury or serious physical or environmental damage. The customer is responsible for providing independent safety systems where its use case requires them. This provision defines the intended use of the Platform and does not limit the liability referred to in Art. 17.1.

Art. 18 — Complaints, alternative dispute resolution and redress

18.1 Complaints

Complaints may be sent to support@devibrain.com, to devibrain@pec.it or to the registered office indicated in Art. 3.1. The Provider acknowledges receipt without delay and provides a reasoned reply within thirty (30) days.

18.2 Alternative dispute resolution

As at the date of this document the Provider has not adhered to a specific alternative dispute resolution entity. A Consumer may nevertheless refer a dispute to any alternative dispute resolution entity entered in the lists kept by the Italian Ministry of Enterprises and of Made in Italy under Articles 141-decies and following of the Consumer Code, including the conciliation services of the Chambers of Commerce and, for the place of the registered office of the Provider, the conciliation service of the Chamber of Commerce of Bergamo. The Provider undertakes to examine any such invitation in good faith and to state its position in writing within thirty (30) days.

18.3 European online dispute resolution platform

The European online dispute resolution platform established by Regulation (EU) 524/2013 has been discontinued: the submission of new complaints ceased on 20 March 2025 and the Regulation was repealed with effect from 20 July 2025 by Regulation (EU) 2024/3228. For that reason no link to that platform is provided in this Schedule, in the Shop, in the Order Confirmation or in the privacy information. General information on consumer redress in the European Union is published by the European Commission at consumer-redress.ec.europa.eu, which is an information page and not a complaint-handling body. Consumers resident in a Member State other than Italy may also contact the European Consumer Centre of their country.

18.4 Access to the courts

Recourse to an alternative dispute resolution procedure is voluntary, is not a condition for bringing proceedings and does not affect the Consumer's right to bring the dispute before the competent court in accordance with Art. 19.

Art. 19 — Governing law, jurisdiction and mandatory protections

19.1 Governing law

Contracts concluded through the Shop are governed by Italian law. For Consumers, this choice does not deprive the Consumer of the protection afforded by the mandatory provisions of the law of the country in which the Consumer has his or her habitual residence, in accordance with Article 6 of Regulation (EC) 593/2008.

19.2 Jurisdiction for Consumers

For disputes with a Consumer, jurisdiction lies with the court of the place of residence or of the elected domicile of the Consumer. The Provider may bring proceedings against a Consumer domiciled in the European Union only before the courts of the Member State in which the Consumer is domiciled, in accordance with Articles 17 to 19 of Regulation (EU) 1215/2012.

19.3 Consumers outside the European Union

Where a Consumer is habitually resident outside the European Union, the mandatory consumer protection rules of that country which cannot be derogated from by agreement remain unaffected.

19.4 Jurisdiction for Professionals

For disputes with a Professional, the courts of Bergamo, Italy, have exclusive jurisdiction, in accordance with Article 25 of Regulation (EU) 1215/2012. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The optional arbitration mechanism provided for in the Master Terms may be invoked by the Provider only against Professionals established outside the European Union, the European Economic Area and the States party to the Lugano Convention. The Provider reserves the right to apply for interim and protective measures and for payment orders before any court having jurisdiction.

19.5 No arbitration against Consumers

No arbitration clause and no waiver of access to the ordinary courts is imposed on Consumers.

Art. 20 — Accessibility of the Shop

20.1 Applicable requirements

The Shop is an electronic commerce service within the scope of Legislative Decree 82/2022, which implements Directive (EU) 2019/882. The Provider designs, operates and maintains the Shop in accordance with the accessibility requirements of that decree, taking level AA of the Web Content Accessibility Guidelines version 2.1 as the technical reference.

20.2 No reliance on the micro-enterprise exemption

The Provider does not invoke the micro-enterprise exemption in respect of the Shop and applies the accessibility requirements to the product pages, the cart, the checkout, the order button and the customer account area.

20.3 Accessibility statement and feedback

An accessibility statement is published in the Shop and reviewed at least once a year. Any accessibility barrier may be reported to support@devibrain.com; the Provider replies within thirty (30) days indicating the corrective measure adopted or planned.

20.4 Alternative ordering channel

Where an accessibility barrier prevents a customer from completing an order, the Provider accepts the order by electronic mail at the same price and on the same conditions, providing beforehand the same pre-contractual information referred to in Art. 3 and issuing the same Order Confirmation referred to in Art. 4.3.

Art. 21 — Personal data and cookies

21.1 Privacy information

The processing of personal data is described in the IndustryUX Privacy Policy published in the Shop. The Provider acts as controller for the registration, the account, the order, the invoicing and the security of the Shop, and as processor for the personal data contained in the Customer Data processed through the Platform where the user acts in a professional capacity, on the basis of the Data Processing Agreement (IUX-EN-31) annexed to the Master Terms. Where a Consumer processes personal data through the Platform in the course of a purely personal or household activity, that processing falls outside the scope of Regulation (EU) 2016/679 under its Article 2(2)(c) and no data processing agreement is concluded for it.

21.2 Retention of the evidence of acceptance

The Acceptance Record and the archived contract documents are retained for ten (10) years, on the legal basis of the legitimate interest in establishing, exercising and defending legal claims, as stated in the Privacy Policy and in the record of processing activities.

21.3 Payment data

Payment data are processed by the payment service provider Nexi as an autonomous controller, in accordance with its own privacy information.

21.4 Cookies

Cookies and similar technologies which are not strictly necessary are used only with the prior consent of the user, collected through a banner which offers acceptance, refusal and granular management with equal prominence, without any cookie wall and without pre-ticked options. Consent is requested again at intervals of no more than six (6) months. The details are set out in the Cookie Policy published in the Shop.

21.5 Rights of data subjects

Requests to exercise the rights of access, rectification, erasure, restriction, objection and portability are addressed to the contact indicated in the Privacy Policy and are handled within the time limits provided for by Regulation (EU) 2016/679.

Art. 22 — Final provisions

22.1 Entire agreement

The contract consists of the Order Confirmation, this Schedule, the Master Terms and the annexes referred to in Art. 1.4, which rank in the single order of precedence set out in Art. 2.3 of the Master Terms.

22.2 Assignment

The Provider may assign the contract in the context of a transfer of the business or of a branch of it, provided that the guarantees granted to the customer are unaffected. The assignment is notified on a Durable Medium at least thirty (30) days in advance and the customer may terminate free of charge before it takes effect, with reimbursement of the proportionate part of any amount paid for the unused period.

22.3 Severability

If a provision of this Schedule is or becomes invalid or unenforceable, the remaining provisions remain in force. In respect of Consumers, an unfair provision is simply not applied, in accordance with Art. 16.3.

22.4 Survival

The provisions which by their nature are intended to survive the end of the contract remain effective, in particular Art. 11 on the guarantee of conformity for the periods stated there, Art. 13 on the reimbursement of Prepaid Credits, Art. 17 on liability, Art. 18 on complaints and Art. 19 on governing law and jurisdiction.

22.5 Communications

Communications to the customer are sent to the electronic mail address associated with the account, which the customer keeps up to date. Communications to the Provider are sent to support@devibrain.com or, where a certified communication is required, to devibrain@pec.it.

Art. 23 — Model withdrawal form

23.1 Use of the form

A Consumer who wishes to withdraw from a contract concluded through the Shop may, but is not obliged to, use the form set out in Art. 23.2. The form is also made available in the customer account area and is attached to the Order Confirmation.

23.2 Text of the form

To DEVIBRAIN S.R.L., Via Coghetti 6, 24128 Bergamo (BG), Italy, electronic mail support@devibrain.com, certified electronic mail devibrain@pec.it.

I hereby give notice that I withdraw from my contract for the supply of the following digital content or digital service:

Description of the digital content or digital service: ....

Order number: .... Date of the order: ....

Name of the consumer: ....

Address of the consumer: ....

Electronic mail address associated with the account: ....

Date: .... Signature (only if this form is notified on paper): ....

23.3 Confirmation

The Provider acknowledges receipt of the withdrawal on a Durable Medium without delay and proceeds to reimbursement in accordance with Art. 8.4.

Validation note. This document is a version 1.2 release candidate of the Shop Schedule (Schedule A, IUX-EN-10). It has been prepared on the basis of the Italian and European rules in force on 11 August 2026 and of the decisions taken by DEVIBRAIN S.R.L. on the structure of its contractual corpus. It does not constitute legal advice. Before it is adopted with real customers it must be validated by a qualified lawyer and, for the parts concerning personal data, by the data protection officer or by a qualified privacy adviser, who are to verify in particular the wording of the consents reproduced in Art. 9.2 and Art. 10.2 against the checkout actually implemented, the alignment of the Shop with the accessibility requirements referred to in Art. 20 and the up-to-date list of the alternative dispute resolution entities referred to in Art. 18.2.

Changelog

Version	Date	Changes
1.0	2026-08-10	First release candidate of the Shop Schedule (IUX-EN-10)
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: two-step OTP acceptance moved to the end of account registration, with Art. 12.5 of the Master Terms among the separately approved clauses; zero-amount card verification and single trial download under the Trial Plan; Base Plan at EUR 49,00 per month with 2 GB shared hosting and single-use licensed downloads; Business and Enterprise Online recalled as B2B plans signed before checkout; On-Premise/VPS sold via Contact Us only

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