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

Master Subscription and Licence Terms

IndustryUX Platform — Base Terms applicable to every sales channel and deployment mode

Codice documento	IUX-EN-01
Versione	1.2
Data	2026-08-11
Set	MASTER (EN)
Destinatari	Business customers worldwide; consumers only through the IndustryUX shop (channel schedules apply)
Lingua	English (authoritative)
Classificazione	Contractual document

These Master Subscription and Licence Terms (the "Base Terms") set out the general conditions on which DEVIBRAIN S.R.L., a company incorporated under the laws of Italy, with registered office at Via Coghetti 6, 24128 Bergamo (BG), Italy, VAT and tax code IT04507220160, certified electronic mail devibrain@pec.it (the "Provider (DevIBrain)" and, in the remainder of this document, the "Provider"), owner of all rights in the IndustryUX software platform and proprietor of the registered trademark INDUSTRYUX®, licenses the Platform and supplies the related services to the person or entity identified in the Order (the "Customer"). The Provider and the Customer are each a "Party" and together the "Parties".

The Base Terms apply to every sales channel and to every deployment mode of the Platform. For each channel they are completed by the applicable Channel Schedule and by the Order, in the order of precedence set out in Art. 2.

Art. 1 — Definitions

In these Base Terms the following defined terms have the meaning set out below. Terms defined in a Channel Schedule or in an Order have, within their scope, the meaning given there.

"Affiliate" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where control means holding the majority of the voting rights or the power to direct its management.

"Applications" means the applications composing the IndustryUX suite, namely **3D Builder**, **Chart Builder**, **Tool Builder** (documents, media, recipes and alarm management) and **AI Assistant**, including the conversational assistant referred to as the Chatbot, together with any further application or module that the Provider adds to the Price List from time to time.

"Authorised User" means an individual (employee, contractor or appointee of the Customer) authorised by the Customer to access the Service through individual credentials.

"Base Terms" means this document, excluding the Channel Schedules, the Order and the annexes.

"Channel Schedule" means the supplementary conditions applicable to a specific sales channel, namely the Shop Schedule and the Enterprise Schedule as defined below.

"Console" means the Provider's administrative environment that issues, renews and revokes Grants and records them in the License Manager.

"Contract Year" means the period of 12 months of the term or, for the On-Premise and VPS supplies, the calendar year, with the meaning given to that term in the Enterprise Schedule.

"Customer Data" means content, information and data, including personal data, entered, uploaded, generated or derived by the Customer or its Authorised Users through the Service, including projects, three-dimensional models, chart themes, tool and alarm configurations, recipes and documents supplied for AI Training.

"Dedicated Environment" means the dedicated cloud environment made available in the Enterprise Online deployment mode, included in the monthly subscription fee stated in clause 9.2, which includes access to the Applications.

"Deployment Mode" means one of the three modes in which the Platform is supplied: (a) self-service software-as-a-service purchased through the IndustryUX shop; (b) Enterprise Online with the Dedicated Environment; (c) On-Premise or VPS installation on infrastructure owned by the Customer or dedicated to the Customer.

"Designated Asset" or **"Designated Machine"** means the machine, plant or industrial installation of the Customer to which an Entitlement and the related Generated Applications are bound.

"Enterprise Schedule", also referred to as **"Schedule B"**, means the Enterprise Terms (IUX-EN-20), the Channel Schedule governing the Business, Enterprise Online, On-Premise and VPS supplies, including the Business and Enterprise Online subscriptions concluded through the platform checkout following the prior signature step of clause 3.2. Wherever these Base Terms or another document of the contract refer to Schedule B, they refer to the Enterprise Schedule.

"Entitlement" or **"Licence Unit"** means the abstract unit of contractual right that measures what the Customer is permitted to do with the Platform, independently of the technical means by which that right is delivered, activated or enforced. Each Entitlement is identified by the Application or Applications it covers, the Deployment Mode, the metric (Authorised User, Designated Asset, activation, Token allowance or a combination of them), the quantity, the term and, where applicable, the site. Entitlements are contractual rights; Grants are their technical representation.

"Fees" means all amounts payable by the Customer under the Order, the Price List and the applicable Channel Schedule.

"Generated Application" means each output produced by the Customer through the Applications (three-dimensional model, chart, document, media or recipe project, alarm configuration, local Chatbot) that is packaged for execution in an HMI, SCADA, industrial PC or comparable runtime environment and is bound to a Designated Asset.

"Grant" means the machine-readable licence record issued by the Console, digitally signed by the Provider with an ECDSA P-256 key and registered in the License Manager, which represents an Entitlement and states its parameters, its scope and its validity.

"High Risk Activities" has the meaning set out in Art. 19.

"License Manager" means the Provider's licensing service that stores Grants, validates activations and meters Token consumption.

"Order" means the order form, quotation, subscription or online checkout accepted in accordance with Art. 3, setting out the commercial configuration (plan, Deployment Mode, Entitlements, Token packages, term and price).

"Platform" or **"Service"** means the IndustryUX software platform, including its code, interfaces, documentation, updates and ancillary functions, in the configuration made available under the Order.

"Prepaid Credits" means the Tokens purchased through the IndustryUX shop and credited to the wallet of the Customer's account, in the denomination used in the shop. They are not bound to a Designated Asset and are governed by the Shop Schedule, in particular as regards their period of validity, the order of their consumption and their treatment on expiry.

"Price List" means the official IndustryUX price list, composed as set out in clause 9.1, which forms an integral part of the contract.

"Shop Schedule", also referred to as **"Schedule A"**, means the Shop Self-Service Terms (IUX-EN-10), the Channel Schedule governing self-service purchases through the IndustryUX shop, including the Trial and Base plans. Wherever these Base Terms or another document of the contract refer to Schedule A, they refer to the Shop Schedule.

"Token" means the prepaid unit of consumption that measures the use of metered features, having the unit list value stated in Art. 9. Tokens exist in the two distinct regimes set out in clause 9.11: the Prepaid Credits credited to the wallet of the Customer's account through the shop, and the Tokens credited to the wallet of a Designated Asset, which are permanently bound to that Designated Asset under clause 5.3.

"Trial" means use of the Service or of the Applications in a limited mode (features, volumes, Tokens and/or time) for evaluation purposes only and not for production use.

"Usage Data" means the technical data relating to use, configuration, performance, activations, Token consumption and status of the Service, as further described in Art. 7.

Art. 2 — Subject matter, contractual structure and order of precedence

2.1 Subject matter

The Provider grants the Customer the right to use the Platform and supplies the related services (maintenance, updates and support) in the Deployment Mode, within the Entitlements and for the term set out in the Order, in return for the Fees.

2.2 Structure of the contract

The contract between the Parties is composed of: (a) the Order; (b) the applicable Channel Schedule; (c) the annexes expressly incorporated, namely 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 and, for the supplies of the enterprise channel (Business, Enterprise Online, On-Premise and VPS), the mutual Non-Disclosure Agreement (IUX-EN-32); and (d) these Base Terms. Each of those documents forms an integral part of the contract. The technical and organisational security measures are not a separate annex: they are governed by Art. 28 of the Enterprise Schedule and by Annex 2 to the Data Processing Agreement.

2.3 Order of precedence

In case of conflict the following order applies, from the prevailing document downwards: (a) mandatory provisions of law, including those protecting consumers and any other provision that may not be derogated from; (b) the Order; (c) the applicable Channel Schedule; (d) the Data Processing Agreement, which prevails on every matter of personal data protection, the Service Level Agreement, which prevails on the parameters of the service, and the Payment Terms, which prevail on every matter of payment; (e) these Base Terms; (f) the remaining annexes. A general provision of these Base Terms does not displace a specific provision of a Channel Schedule dealing with the same subject matter.

This clause states the only order of precedence of the contractual package. The Channel Schedules and the annexes refer to this clause and do not restate it; no other document may establish a different order.

2.4 Entire agreement and Customer terms

The contract constitutes the entire agreement between the Parties on its subject matter and supersedes any prior understanding, communication or proposal. Any general or purchasing conditions of the Customer are excluded, even if referred to in the Customer's documents, unless expressly accepted in writing by the Provider.

2.5 Language

The authoritative language of the contract is English. Translations are provided for convenience only and, in case of discrepancy, the English text prevails. This clause does not apply where mandatory law requires that a consumer be bound only by the version in the language in which the contract was offered to that consumer, in which case that version prevails in the relationship with that consumer.

2.6 Supported runtime platforms

A Generated Application may be exported for the HMI and SCADA platforms supported by the Provider from time to time, as listed in the technical documentation. The Provider uses commercially reasonable efforts to extend that list to further platforms without additional charge and, where a platform listed in the Order at the date of the Order ceases to be supported, the Provider shall inform the Customer at least 6 months in advance. The Provider gives no undertaking to support, free of charge and without time limit, every runtime platform released by third parties in the future.

Art. 3 — Conclusion of the contract, acceptance and evidence

3.1 Formation

The contract is concluded when the Order is accepted through the mechanism applicable to the relevant channel, as set out in clause 3.2. Mere access to the Service, or the mere use of an evaluation environment, does not conclude the contract and does not create any Entitlement.

3.2 Acceptance mechanisms by channel

Context	Acceptance mechanism
Account registration (every channel, including shop purchases made without a subscription, for which registration is required at checkout)	At the end of registration the Customer accepts the contractual documents in force through a two-act confirmation by one-time password sent to the verified e-mail address: the first act is the general acceptance of the documents in force, the second act is the specific approval of the clauses listed in Art. 30 under Articles 1341 and 1342 of the Italian Civil Code, including clause 12.5. The optional privacy and marketing consents remain separate checkboxes and are not part of the two acts
Trial and Base plans at checkout	No signature is required; the order button is labelled "Order with obligation to pay" and, for any One-off Digital Content in the cart, the checkout collects the express waiver of the right of withdrawal under Article 59 of the Italian Consumer Code
Business and Enterprise Online plans — customers established in the European Union	Before payment the Customer signs the per-customer contract (Order Form and applicable Schedules) and the non-disclosure agreement: the Provider makes available the pre-filled contractual set, the Customer downloads it, has it signed with a qualified electronic signature by its authorised representative and uploads the signed file, which the Provider verifies automatically and countersigns; the checkout is enabled only after that verification has succeeded
Business and Enterprise Online plans — customers established outside the European Union	Before payment the Customer accepts the per-customer contract (Order Form and applicable Schedules) and the non-disclosure agreement by one-time password sent to the verified e-mail address of its authorised representative, with the complete evidence record described in clause 3.3; the checkout is enabled only after that acceptance has been verified
On-Premise and VPS supplies	The contract is executed offline under the direction of the Provider's administration: the documents are sent for qualified electronic signature to the Customer's purchasing office or, for Customers established outside the European Union, accepted through the one-time-password evidence mechanism referred to in the previous row, and no platform checkout takes place

Context	Acceptance mechanism
Specific approval of the clauses listed in Art. 30	Always a separate and distinct step: the second act of the registration confirmation, a dedicated one-time password confirmation in the other one-time password flows, or the second signature affixed to the uploaded signed document
Subsequent Orders under an existing contract	Confirmation in the Console or in the shop, by reference to the contract already accepted, with a new evidence record

3.3 Evidence of acceptance

For each acceptance the Provider records and retains the date and time, the source IP address, the user agent, the account used, the identifier of the accepting person, and the version identifier and cryptographic hash of every document accepted. That evidence record is retained for 10 years in tamper-evident storage and is made available to the Customer on request.

3.4 Authority

The person accepting warrants that it has the power to bind the Customer. For business customers the Provider may verify the VAT number and the powers of representation before activation.

3.5 Pre-contractual evaluation

Any guided evaluation session or pre-contractual test made available before the conclusion of the contract is governed by Art. 6 and by the confidentiality undertakings of Art. 14, is limited in time and features, is provided without warranty and may not be used in production. The guided evaluation, also referred to as the Guided Trial, consists of one hour of one-to-one presentation and four hours of assisted use of the Applications. That quantification is stated here alone for the whole contractual package: the Shop Schedule and any non-disclosure agreement signed for the evaluation refer to this clause and do not restate it. Documents uploaded by the prospective customer during such an evaluation are erased within 30 days of its end, unless a contract is concluded.

Art. 4 — Licence grant and scope

4.1 Grant of rights

The Provider grants the Customer, for the term of the contract and conditionally upon completion of the activation process and payment of the Fees, a limited, personal, non-exclusive, non-assignable, non-transferable, non-sublicensable and revocable licence to access and use the Platform for the Customer's own internal business purposes, within the Entitlements set out in the Order.

4.2 Reservation of rights

No sale of the software and no transfer of ownership takes place. All rights not expressly granted are reserved to the Provider and to its licensors.

4.3 Deployment modes

In the shop and Enterprise Online modes the Platform is executed on infrastructure of the Provider or of its infrastructure suppliers and no copy of the Platform is delivered to the Customer. In the On-Premise and VPS modes a copy of the software is installed on infrastructure owned by the Customer or dedicated to the Customer, under the same licence and within the same Entitlements, and is activated by a Grant which may be validated offline for the grace period stated in clause 5.5.

4.4 Runtime licence for Generated Applications

The licence includes the right, for the term of the corresponding Entitlement, to execute each Generated Application on the Designated Asset to which it is bound, including where the runtime environment is an HMI panel, a SCADA system, an industrial PC or another environment supplied by a third party and not controlled by the Provider. That right includes the right to make the copies of the runtime components (custom web controls, local Chatbot components, configuration files) technically necessary for that execution on the Designated Asset, and to keep one archival copy for restore purposes. The Customer shall not distribute those components separately from the Designated Asset, shall not remove the licensing and integrity controls they contain and shall not make them available to third parties.

4.5 One-off supplies

Where the Order describes a one-off supply of digital content rather than a subscription, in particular a custom web control or a Generated Application delivered against a single payment, the runtime licence under clause 4.4 is granted for an indefinite term for the Designated Asset identified in the Order and is not extinguished by the expiry of any subscription, without prejudice to Art. 5 and to the update commitment in clause 12.4.

4.6 Third-party runtime environments

The Customer is responsible for holding all licences and rights required for the third-party runtime environment on which a Generated Application is executed, and for the compatibility of that environment with the technical requirements published by the Provider.

4.7 Excess use

Any use exceeding the Entitlements must be agreed in advance and gives rise to additional Fees at the rates in the Price List in force at the time of the excess use.

Art. 5 — Entitlements, licence enforcement and audit

5.1 Entitlement model

The Customer's rights are expressed as Entitlements, which are independent of the technical means by which they are delivered. The same Entitlement may be served by online activation, by an activation file or by an activation code, and the Provider may change the technical means of delivery provided that the scope of the Entitlement is not reduced.

5.2 Grants and evidence

Each Entitlement is represented by a Grant issued by the Console, signed with an ECDSA P-256 key and registered in the License Manager. In the shop and Enterprise Online modes the Grant is issued automatically upon the commercial event; in the On-Premise and VPS modes it is delivered as an activation file or activation code. The set of valid Grants recorded in the License Manager, together with the consumption ledger, constitutes the primary technical evidence between the Parties for activation, reconciliation, true-up and audit purposes, without prejudice to evidence to the contrary produced by either Party.

5.3 Binding to the Designated Asset

Each Generated Application, the related Entitlement and the Token wallet opened for a Designated Asset are bound to the specific Designated Asset to which they relate, and that binding is permanent for the whole life of the Entitlement.

The Tokens credited to the wallet of a Designated Asset may be used for any property, export, activation, activity or other metered consumption relating to that same Designated Asset, whichever Application is concerned. They may not be used for another Designated Asset, may not be pooled, transferred or re-assigned between Designated Assets, may not be transferred between the Customer and its Affiliates or to any third party, and may not be converted into money, into credit or into any other consideration. There is no re-assignment procedure and no consent of the Provider that would allow such a transfer.

The replacement of the control hardware of the same machine, plant or industrial installation does not constitute a transfer and does not create a new Designated Asset, provided that the identifier of the Designated Asset is updated in the Console: the Entitlement and the Token wallet follow the identity of the machine, in accordance with clause 4.3 of the Enterprise Schedule.

Where the Designated Asset is decommissioned, dismantled or otherwise permanently withdrawn from service, the Entitlement and the Tokens remaining in its wallet remain bound to it and cease to be usable, and no credit, refund, conversion or transfer to another Designated Asset arises in respect of them.

This clause applies without prejudice to the rights that mandatory law confers on the Customer and that may not be derogated from. It does not apply to the Prepaid Credits credited to the wallet of the Customer's account, which are not bound to a Designated Asset and are governed by clause 9.11 and by the Shop Schedule.

5.4 Integrity of activation and metering

Installation and activation shall be carried out solely in accordance with the Provider's instructions and tools. It is prohibited to circumvent, tamper with, disable, emulate or replicate the activation, metering, signature-verification and licence-control mechanisms, or to alter the Grants or the consumption ledger.

5.5 Validity, grace period and deactivation

Operation of the Service depends on a valid Grant and, in the Enterprise Online mode, on an active Dedicated Environment. Where validation cannot be completed, or upon expiry of the Entitlement, the Customer benefits from a grace period of 30 days during which the affected functions continue to operate. Where it has the technical means to do so, the Provider notifies the Customer by e-mail at least 10 days before the end of the grace period. After the grace period the affected functions cease to operate and the Provider may disable the corresponding access, and this does not constitute a breach by the Provider, it being understood that licence enforcement does not in any case affect the Generated Applications already installed and operational on a Designated Machine, which continue to run.

5.6 Audit

The Provider, its Affiliates or an independent third party bound by confidentiality may verify compliance with the Entitlements no more than once per calendar year, on at least 30 days' prior written notice. The verification is carried out remotely wherever possible, by examination of Grants, telemetry, logs, reports and a written self-declaration of the Customer. An on-site verification may be requested only where remote verification is objectively insufficient; it takes place during business hours, on dates agreed in advance which the Customer shall not unreasonably refuse, with the least possible disruption to the Customer's operations and subject to the Customer's reasonable site security rules and to Art. 14. A further verification within the same year is permitted only where a previous verification revealed material non-compliance or where the Provider has documented and reasonable grounds to suspect circumvention of the licensing mechanisms. The threshold and the costs of the verification are those of clause 5.7, which adopts the single criterion of Art. 20.3 of the Enterprise Schedule.

5.7 Outcome and costs of the audit

The costs of the verification and the threshold above which the Customer bears them follow the single criterion of Art. 20.3 of the Enterprise Schedule: the costs are borne by the Provider unless the verification reveals a deviation exceeding 5 per cent of the volume verified, that volume being, for enterprise supplies, the Licensed Volume as defined in Art. 4.1 of the Enterprise Schedule and, for supplies through the Shop, the Entitlements recorded in the Order Confirmation; in that case the Customer bears the reasonable and documented costs of the verification. Where the verification reveals use exceeding the Entitlements, the Customer shall regularise its position within 30 days and pay the Fees due for the excess use at the rates in the Price List in force at the time of that use. The Provider's rights of suspension under Art. 22 and of termination under Art. 10 are unaffected.

Art. 6 — Accounts, Authorised Users and Trials

6.1 Credentials

Access to the Service is through individual credentials. The Customer is responsible for the proper management, custody and confidentiality of the credentials of its Authorised Users and for all activity carried out through its account, and shall notify the Provider without undue delay of any unauthorised use or suspected compromise. Credentials are personal and may not be shared between several individuals unless the Order expressly provides for a different metric.

6.2 Trials

The Provider may make Trials available. Trials are limited in features, volumes, Tokens and time, are intended for evaluation only, may not be used in production and expire automatically on the date stated at activation. The Provider may deny, limit or revoke a Trial and may prevent the repeated use of Trials aimed at avoiding the purchase of a plan. A plan may not be operated solely through Trials. The rights of consumers under the Shop Schedule are unaffected.

6.3 Preview features

Features made available as beta, preview or experimental are governed by clause 18.4.

Art. 7 — Telemetry, remote service and Usage Data

7.1 Remote service

The Service includes remote support, maintenance and diagnostic functions. Remote access to the Customer's environment for support purposes takes place only upon the Customer's request or with its prior authorisation, and is logged.

7.2 Purposes

The Provider collects and processes Usage Data in order to: (a) verify compliance with the Entitlements and the Token balance and counter unauthorised use; (b) provide, maintain, secure, diagnose and support the Service; (c) improve and develop the Platform; and (d) comply with legal obligations. The processing described under (a), (b) and (c) is carried out in the Provider's legitimate interest and, where it concerns personal data, in accordance with Art. 15 and with the privacy notice.

7.3 Scope and minimisation

Usage Data is limited to technical and licensing metadata. It does not include the content of Customer Data, the content of documents supplied for AI Training, the process values displayed or recorded by a Generated Application, or the industrial know-how of the Customer. The Provider shall not use Usage Data to reconstruct that content or know-how.

7.4 Roles

For Customer Data the Provider acts as processor on behalf of the Customer, as set out in Art. 15. For Usage Data processed for the purposes of clause 7.2 the Provider acts as an autonomous controller and is accountable as such.

7.5 Aggregated statistics

The Provider may produce and use, without time limit, aggregated or anonymised statistics that do not allow the identification of the Customer, of its Authorised Users or of its plants, in particular for capacity planning, product development and market analysis. Such statistics may not be reverse-engineered or published in a form that would allow that identification.

7.6 Retention

Application and security logs are retained for 12 months. Aggregated product metrics, that is Usage Data held in aggregated form for the purposes of clause 7.2, points (b) and (c), are retained for no longer than 24 months. Usage Data necessary to evidence licence compliance and consumption is retained for the term of the contract and for 5 years thereafter. Retention required by law is unaffected.

Art. 8 — Prohibited uses

8.1 General duty

The Customer shall use the Service in compliance with the law, with the contract and with the technical documentation, and shall not use it for unlawful purposes or in breach of third-party rights.

8.2 Specific prohibitions

Unless expressly authorised in writing by the Provider or permitted by mandatory law, the Customer and its Authorised Users shall not:

• copy, reproduce, distribute, sell, lease, rent, sublicense or otherwise make the Platform available to third parties;

• decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, the structure or the algorithms of the Platform, save within the limits of the mandatory rules on interoperability;

• modify, translate, adapt or create derivative works of the Platform;

• remove, alter or obscure trademarks, logos, copyright notices, licence records or integrity controls;

• circumvent or attempt to circumvent security measures, access controls, activation, Token metering or usage limits;

• introduce malicious code or otherwise impair the integrity, security or performance of the Service or of the infrastructure;

• use the Service for benchmarking intended for publication, for the development of competing products, or for unauthorised mass or automated extraction of data;

• use the Service to supply services to third parties (service bureau, outsourcing, time-sharing or hosting on behalf of third parties) or allow its use by persons other than Authorised Users;

• carry out penetration testing, vulnerability scanning, stress testing or other security testing on the Service or on the infrastructure without the Provider's prior written authorisation;

• use the Service in breach of Art. 19 or of Art. 24.

8.3 Acceptable Use Policy

The Acceptable Use Policy published by the Provider forms an integral part of the contract and details the prohibitions of this Article, the fair-use limits of shared resources and the enforcement procedure. The Provider may update it in accordance with Art. 23.

8.4 Consequences

A breach of this Article is a material breach and entitles the Provider to suspend the Service under Art. 22 and to terminate the contract under Art. 10, without prejudice to the graduated enforcement procedure of the Acceptable Use Policy, save for the cases of serious abuse provided for therein.

Art. 9 — Fees, Price List, taxes and payment

9.1 Fees and Price List

The Customer shall pay the Fees in the amount, periodicity and manner set out in the Order and, for items not priced in the Order, at the rates of the Price List. The Price List is composed of this Art. 9, of the charge and discount tables of the Enterprise Schedule and of the prices published in the IndustryUX shop at the time of the order. Fees are exclusive of value added tax and of any other tax, duty or levy. Amounts are expressed in Euro and use the continental convention, in which a full stop separates thousands and a comma separates decimals.

The platform subscription fees of the plans are the following; the current values are those of the Price List, which prevails in case of update:

Plan	Monthly fee
Trial	EUR 0,00
Base	EUR 49,00
Business	EUR 149,00
Enterprise Online	EUR 249,00

9.2 Enterprise Online — subscription

The Enterprise Online supply is charged as a single subscription fee of EUR 249,00 per month, as stated in the table of clause 9.1. The subscription includes the Dedicated Environment, namely a dedicated environment with 5 gigabytes of storage, expandable at the rates of the Price List, with access to all the Applications, and one team member in addition to the account holder; additional seats are available at the rates of the Price List. Where the Order provides for annual billing, the annual amount is the one stated in the Price List. The subscription fee is due for the entire contractual period regardless of actual use of the Service and of Token consumption. It does not include Token packages.

9.3 Token packages per Designated Machine

The list value of one Token is EUR 0,10. Packages above the smallest size embed a size discount, so that the effective value of a Token decreases as the size increases.

Package	Tokens included	Price	Size discount
XS	3.500	EUR 350	none
S	8.500	EUR 810	4,7 per cent
M	17.000	EUR 1.530	10 per cent
L	30.000	EUR 2.550	15 per cent
XL	75.000	EUR 5.625	25 per cent

A package is allocated and bound to a single Designated Machine. The Tokens it contains are usable for any metered consumption relating to that same Designated Machine, are not pooled across machines and are not transferable: they may not be re-assigned to another Designated Machine, whether of the Customer or of its Affiliates, and may not be converted into money or into credit. The replacement of the control hardware of the same machine, with the identifier updated in the Console, is not a transfer, in accordance with clause 5.3. Where the Designated Machine is decommissioned and on termination, the unused balance is treated in accordance with clause 5.3 and clause 10.6.

9.4 Metered consumption

Metered feature	Tokens
3D Builder — download of a three-dimensional model bound to a Designated Machine	3.000
3D Builder — each additional property assigned to the model	50
Chart Builder — each chart, traces included	1.500
Tool Builder — each document, media, recipe or alarm project	1.000
AI Assistant — deployment of a local Chatbot on a Designated Machine	5.000

AI Training is not metered in Tokens: its price is calculated on the documents supplied by the Customer and is communicated to the Customer for written acceptance before the training phase begins. Startup and set-up services, user-interface design services, custom components and the hardware bundle of Art. 26 are supplied on quotation, and the accepted quotation prevails on the price and payment terms of those items. The Premium service level is not quoted item by item: its price is the one calculated on the single basis stated in clause 12.1.

9.5 Volume discount on Token packages

Number of Token packages contained in the same Order	Discount
1 to 3	none
4 to 10	5 per cent
11 to 25	10 per cent
26 to 50	15 per cent
51 to 100	20 per cent
more than 100	25 per cent

The sole basis of computation of the volume discount is the number of Token packages contained in the same Order; the number of Designated Machines is not a basis of computation. The volume discount applies to the package price already including the size discount of clause 9.3 and does not apply to the Enterprise Online subscription fee of clause 9.2 or to the On-Premise Service Fee of clause 9.6. This clause states the single volume-discount mechanism for every enterprise supply, whatever the Deployment Mode: it applies to the Token packages of the Enterprise Online, On-Premise and VPS supplies alike, and no discount ladder per Application applies to any of them.

9.6 On-Premise and VPS — service fee and Token packages

The On-Premise and VPS supplies are charged on two components, and no fee is charged per Application: all the Applications are accessible in every Deployment Mode.

Component	Charge
On-Premise Service Fee, per Designated Machine and per Contract Year	EUR 1.500
Token packages per Designated Machine, sizes XS to XL	the prices of clause 9.3

The On-Premise Service Fee is a fixed fee. It covers the activation, the maintenance and the updating of the On-Premise service and, where the supply is delivered on a dedicated virtual server, the hosting of that server; where the supply is delivered on physical hardware, the bailment of the Server remains governed by Art. 26 of the Enterprise Schedule. The fee is due for the whole Contract Year regardless of actual use of the Service and of Token consumption, and no discount applies to it.

The Token packages are those of clause 9.3, in the same sizes and at the same prices, are allocated and bound to a single Designated Machine on the terms of clause 5.3, and are consumed by the components of the Applications according to the catalogue of clause 9.4.

The minimum quantity for an On-Premise or VPS order is 100 Designated Machines per Contract Year, that is a minimum On-Premise Service Fee of EUR 150.000 per Contract Year, to which the Token packages ordered are added. The volume discount of clause 9.5 applies to those Token packages only. The annual reconciliation of the Designated Machines and of the Grants is governed by Art. 12 of the Enterprise Schedule.

9.7 Payment terms

Unless the Order provides otherwise: (a) in the shop and Enterprise Online modes the Fees are payable in advance, and activation of the Service and crediting of Tokens are conditional upon receipt of payment; shop purchases are paid by the payment methods offered at checkout, including payment cards processed by the Provider's payment service provider; (b) in the On-Premise and VPS modes 30 per cent of the Fees of the first period, that is of the On-Premise Service Fee and of the Token packages ordered, is payable on conclusion of the contract, 30 per cent on the factory acceptance test and 40 per cent on Completion, the factory acceptance test and Completion having the single meaning defined in Art. 16 of the Enterprise Schedule, and recurring items are invoiced half-yearly in advance. Invoices are issued electronically through the Italian exchange system for customers established in Italy and in ordinary form for other customers.

9.8 Late payment, disputes and set-off

In case of late payment the Provider is entitled to default interest at the rate for commercial transactions determined under Legislative Decree 231/2002, as published half-yearly by the competent Ministry and in force for the relevant period, and to the fixed compensation for recovery costs of EUR 40 provided by Article 6 of that decree, together with the remedies of Art. 22. The Customer may withhold the disputed portion of an invoice only where it notifies the Provider in writing, with reasons, within 15 days of receipt of the invoice; undisputed portions remain payable. The Customer may not set off amounts due against counterclaims, except where the counterclaim is undisputed by the Provider or has been established by an enforceable decision.

9.9 Taxes, currency and bank charges

Fees are net. The Customer bears value added tax, goods and services tax, duties and similar taxes. Where a withholding or deduction of tax is required by law, the Customer shall increase the payment so that the Provider receives the amount it would have received in the absence of that withholding, and shall provide the corresponding tax receipts on request. Fees are denominated in Euro unless the Order provides otherwise; bank, transfer and exchange charges are borne by the Customer.

9.10 Price changes

The Provider may update the Fees with effect from a renewal, by written notice given at least 60 days before the expiry of the current period. The Customer that does not accept the new Fees may prevent the renewal by written notice given before the renewal date, and the contract then ends on expiry of the current period. Fees may not be increased during a period already paid for.

9.11 The two regimes of the Token

Tokens exist in two distinct regimes, which are not interchangeable and are not to be confused.

(a) **Prepaid Credits of the account wallet.** Tokens purchased through the IndustryUX shop are credited to the wallet of the Customer's account under the denomination Prepaid Credits. They are not bound to a Designated Asset, are consumed in the order in which they were credited, the oldest first, and are subject to the period of validity, to the reminders before expiry and to the treatment on expiry set out in the Shop Schedule, which is the single source of that regime. The Base plan of the shop includes no licence bound to a machine: its metered features are paid directly out of the Prepaid Credits of the account wallet, within the functional limits of that plan.

(b) **Tokens of the wallet of a Designated Asset.** Tokens credited to the wallet of a Designated Asset under an Enterprise Online, On-Premise or VPS supply are permanently bound to that Designated Asset in accordance with clause 5.3 and with the Enterprise Schedule. They are usable for any metered consumption relating to that same Designated Asset, and are neither transferable nor convertible into money or into credit.

No provision of the contract converts Tokens of one regime into Tokens of the other, and the treatment of an unused balance on the ending of the contract is that of clause 10.6.

Art. 10 — Term, renewal and termination

10.1 Term

The contract runs for 12 months from activation of the Service, unless a different term is stated in the Order.

10.2 Renewal

The contract renews tacitly for successive periods of 12 months — in the Enterprise Online mode together with the subscription that includes the Dedicated Environment — unless a Party gives written notice of non-renewal at least 60 days before expiry, by a means evidencing receipt. For consumers and for plans purchased through the shop the Shop Schedule applies, which provides for a reminder sent at least 30 days before each renewal and for self-service cancellation at any time.

10.3 Express termination clause

Pursuant to Article 1456 of the Italian Civil Code the Provider may terminate the contract with immediate effect by written notice where the Customer breaches Art. 4, Art. 5, Art. 8, Art. 9, Art. 13, Art. 14, Art. 19 or Art. 24, or where the Customer becomes insolvent or is subject to an insolvency or liquidation procedure to the extent permitted by mandatory law.

10.4 Termination by the Customer

The Customer may terminate the contract with immediate effect by written notice where the Provider commits a material breach that is not cured within 30 days of a written notice specifying the breach, and may in that case obtain a refund of the Fees paid for the unexpired part of the period.

10.5 Effects of termination

On termination for any reason the Customer's right to access the Service ceases, together with the Entitlements, save for the runtime licences granted for an indefinite term under clause 4.5 and save for the Legacy Grants issued under Art. 25 of the Enterprise Schedule, which survive termination. Art. 11 governs the retrieval, the transfer and the erasure of Customer Data. Fees accrued up to the effective date of termination remain due.

10.6 Unused Tokens

Tokens already consumed for services rendered are not refundable. The unused balance is treated according to the regime of the Tokens concerned, as distinguished in clause 9.11.

For the Prepaid Credits of the account wallet, the unused balance is never forfeited without consideration by reason of the ending of the contract. Where the contract ends by withdrawal, by cancellation, by termination or through the exercise of the switching right under Art. 11, the Customer chooses between a credit corresponding to the price actually paid for the Prepaid Credits not consumed, usable for any supply of the Provider, and the proportionate refund of that unconsumed part. The Provider gives effect to the choice within 30 days of the request for professional customers and within 14 days of the request for consumers. The expiry of the period of validity of the Prepaid Credits is a distinct and further regime, governed by the Shop Schedule, and the two are not to be confused.

For the Tokens credited to the wallet of a Designated Asset, clause 5.3 applies: they remain bound to their Designated Asset for the whole life of that Designated Asset, are neither transferable nor convertible into money, into credit or into a proportionate refund, and cease to be usable when the Designated Asset is decommissioned, in accordance with the Channel Schedule applicable to the supply. This paragraph applies without prejudice to the rights that mandatory law confers on the Customer and that may not be derogated from.

Art. 11 — Switching, data portability and exit

This Article implements the contractual requirements applicable to data processing services under Regulation (EU) 2023/2854 and applies to every Deployment Mode.

11.1 Right to switch

The Customer may at any time request to switch to a data processing service of another provider, to migrate to its own on-premise infrastructure, or to have all its data erased. The request is made in writing to the Provider. The maximum notice period for initiating the switching process is 2 months from receipt of the request.

11.2 Transitional period

The switching process is completed within a transitional period of 30 calendar days from the end of the notice period. The transitional period may be extended at the Customer's request. Where the transitional period is technically unfeasible, the Provider notifies the Customer within 14 working days of the request, with reasons, and proposes an alternative period which shall not exceed 7 months.

11.3 Assistance and continuity

During the notice period and the transitional period the Provider provides reasonable assistance to the Customer and to the receiving provider, maintains the continuity of the Service, provides the technical information and the documentation of the export formats, and maintains a high level of security throughout the transfer.

11.4 Exportable data and digital assets

The following categories of data and digital assets are exportable in structured, commonly used and machine-readable formats:

Category	Export format
3D Builder projects, scenes, materials and property trees	glTF or GLB together with a project manifest in JSON
Chart Builder chart definitions, themes and data bindings	JSON
Tool Builder configurations for documents, media, recipes and alarms	JSON together with the original media files
Generated Applications packaged for HMI, SCADA or industrial PC	the packaged runtime bundle as delivered
Documents supplied for AI Training and the Customer's own trained model instance	the original files as uploaded and the model artefacts of the Customer's instance
Accounts, Authorised Users, roles, Entitlements and Grants	CSV or JSON
Token ledger and consumption history	CSV
Access, activation and audit logs relating to the Customer	CSV

Excluded from the export are the Provider's internal technical data whose disclosure would infringe the Provider's trade secrets or the rights of third parties, in particular the source code of the Platform, the Provider's own models, the licensing keys and the configuration of the shared infrastructure. That exclusion does not affect the completeness of the categories listed above.

11.5 Retrieval and erasure

After the end of the transitional period the Customer benefits from a retrieval period of 30 days during which the exportable data remains available for download. The Provider erases all Customer Data from the production environment within 30 days of the end of the retrieval period, and from the backups at the next rotation cycle and in any event within 60 days of the end of the retrieval period; it confirms the erasure in writing on request, subject only to data whose retention is required by law.

11.6 Switching charges

No switching charge, egress fee, exit fee or comparable charge is due for the exercise of the rights under this Article. The Fees for the Service actually supplied until the effective date of termination remain due, and the treatment of unused Tokens follows clause 10.6.

11.7 Final options

At the end of the process the Customer chooses between: (a) the transfer of its data to another provider; (b) the migration of its data to its own on-premise infrastructure; and (c) the erasure of its data. The choice is recorded in writing.

11.8 Effect on the contract

A switching request operates as notice of termination with effect from the end of the transitional period, without penalty and without any obligation to pay the Fees for periods after that date.

11.9 Transparency and international access

The Provider publishes on its website the switching procedures, the available export formats and the known technical limitations, together with the jurisdictions in which the infrastructure used to supply the Service is located and the technical, organisational and legal measures it applies against unlawful access by authorities of third countries.

11.10 Bespoke developments

For developments genuinely built to the specific requirements of a single Customer and not offered in the Price List, the Provider informs the Customer in writing, before the conclusion of the contract, which obligations of this Article do not apply and why. In the absence of that prior information this Article applies in full. The Applications listed in Art. 1 are catalogue products and are always subject to this Article in full.

Art. 12 — Service levels, maintenance and third-party infrastructure

12.1 Availability

The Provider supplies the Service with professional diligence and targets a monthly availability of 99,5 per cent, calculated in accordance with the Service Level Agreement. A Premium service level with a monthly availability target of 99,9 per cent, together with the enhanced support parameters described in the Service Level Agreement, is available against a supplement calculated on the single basis of Art. 3.5 of the Service Level Agreement, namely 15 per cent of the recurring fees, that is of the subscription fees or, for On-Premise and VPS supplies, of the On-Premise Service Fee due for the machines covered, metered consumption excluded.

12.2 Exclusions and maintenance

Scheduled maintenance announced in advance, force majeure under clause 27.3, disruptions attributable to the Customer or to its own systems, lawful suspensions under Art. 22 and preview features are excluded from the availability calculation. Security fixes may be applied immediately where necessary to protect the Service.

12.3 Third-party infrastructure

The Service is also supplied by means of infrastructure, data centres, networks and cloud services of third parties. Periods of unavailability attributable to those third parties are included in the calculation of availability, in accordance with Art. 5.2 of the Service Level Agreement, which governs the matter: under Article 1228 of the Italian Civil Code the Provider answers for the persons it engages in the performance of the contract. The Provider selects, configures and supervises its infrastructure suppliers with professional diligence and remains liable within the limits of Art. 20.

12.4 Updates and update commitment

The Provider may release updates, corrections and new versions, including to preserve the security and legal compliance of the Platform, provided that they do not materially reduce the essential functions of the plan purchased. For one-off supplies of digital content under clause 4.5 the Provider supplies functional and security updates for at least 24 months from delivery, and informs the Customer of the updates made available.

12.5 Shared hosting environment (Trial and Base plans)

The Trial Plan and the Base Plan are provided on a shared hosting environment: the Customer's workspace runs on infrastructure and software containers shared with other customers, and the segregation of workspaces is logical only, based on the personal identifier of the account. The Provider applies the technical and organisational measures described in Article 17, but logical segregation does not provide the physical or container-level isolation of the dedicated environments: the Customer acknowledges that a software defect, a misconfiguration or a security incident could expose data of the Customer's workspace (including uploaded content and generated Components) to another customer of the shared environment, or vice versa. The choice of a shared-hosting plan is an informed technology decision of the Customer, who is required to assess whether the level of isolation is adequate to the confidentiality of the data processed. Customers who require stronger technical isolation must choose a plan with a dedicated environment (Business or Enterprise Online) or an On-Premise or VPS supply. This clause does not exclude or limit the liability of the Provider in the cases in which mandatory law does not allow it, including wilful misconduct and gross negligence and, for Consumers, the rights granted by the Consumer Code and by Regulation (EU) 2016/679.

Art. 13 — Intellectual property, trademark and third-party components

13.1 Ownership

The Platform, the software, the source and object code, the interfaces, the documentation, the know-how, the graphics, the databases and every component of the Service are and remain the exclusive property of the Provider or of its licensors and are protected by copyright, patent, trademark, trade secret and unfair-competition law.

13.2 Trademark

INDUSTRYUX and its logo are registered trademarks of DEVIBRAIN S.R.L. Nothing in the contract assigns or grants rights in those trademarks, save the limited right of use strictly necessary to use the Service. The Provider may name the Customer in its list of references only with the Customer's prior written consent.

13.3 Customer rights

Customer Data, the industrial know-how it embodies and the content of the Generated Applications remain the property of the Customer. The Provider claims no ownership over the Customer's plant data, drawings, recipes, alarm configurations or documents and acquires only the rights necessary to supply the Service and to comply with the contract and the law.

13.4 Feedback

Suggestions and improvement proposals voluntarily provided by the Customer and not marked as confidential may be freely used by the Provider, without restriction and without compensation, to develop and improve the Platform.

13.5 Third-party and open-source components

The Service may include third-party and open-source components subject to their own licence terms, which the Customer shall comply with and which are listed in the documentation. The Customer shall not combine or use the Platform together with software whose licence conditions would require, by reason of so-called copyleft effects, the disclosure of the Platform's source code, the licensing of derivative works on those conditions or the free redistribution of the Platform.

13.6 Defence against third-party intellectual property claims

Where a third party claims that the Platform, as supplied by the Provider and used in accordance with the contract, infringes its intellectual property rights in the European Economic Area, Switzerland or the United Kingdom, the Provider shall defend the Customer at its own cost, provided that the Customer notifies the claim without undue delay, leaves the conduct of the defence and of any settlement to the Provider and provides reasonable cooperation. The Provider may, at its choice, obtain the right to continue using the Platform, modify or replace the affected component with one of equivalent functionality, or terminate the affected part of the contract and refund the Fees paid for the unexpired period. This obligation does not apply to claims arising from Customer Data, from modifications not made by the Provider, from the combination of the Platform with items not supplied by the Provider where the claim would not have arisen without that combination, or from use in breach of the contract. This clause states the Customer's exclusive remedy for intellectual property infringement and is subject to Art. 20.

Art. 14 — Confidentiality

14.1 Mutual obligation

Each Party shall keep confidential the confidential information of the other Party, shall not disclose it to third parties and shall use it only for the purposes of the contract, applying protective measures no less than those it applies to its own confidential information of equivalent importance. This obligation binds both Parties on equal terms. The Provider shall in particular treat as confidential the Customer's technical documentation, plant and process data, drawings, recipes, alarm configurations and the documents supplied for AI Training.

14.2 Exceptions

The obligation does not apply to information that is or becomes public without breach, that was lawfully known to the receiving Party before disclosure, that is lawfully obtained from a third party not bound by a confidentiality obligation, or that is independently developed. Disclosure required by law or by an authority is permitted, and the disclosing Party shall be informed in advance where lawful.

14.3 Duration

The obligation survives termination for 5 years. For trade secrets protected under Directive (EU) 2016/943 and Legislative Decree 63/2018 the obligation lasts for as long as the information retains the requirements of protection.

14.4 Return and destruction

On termination each Party returns or destroys the confidential information of the other Party on request and confirms this in writing, subject to retention required by law and to copies contained in ordinary backups, which remain subject to this Article until they are overwritten.

14.5 Relationship with a non-disclosure agreement

For the Business, Enterprise Online, On-Premise and VPS supplies the Non-Disclosure Agreement (IUX-EN-32) is a mandatory annex to the contract and is signed together with it, in the manner set out in clause 3.2. Where the Parties have signed a separate non-disclosure agreement, it continues to apply to the information it covers. In case of conflict on the protection of information disclosed by a Party, the provision that better protects the disclosing Party prevails.

14.6 Remedies

A breach of this Article may cause irreparable harm; each Party may seek interim and injunctive relief in accordance with Art. 25, without prejudice to damages.

Art. 15 — Data protection and international transfers

15.1 Roles

Where the supply of the Service involves the processing of personal data on behalf of the Customer, the Customer acts as controller and the Provider as processor under Article 28 of Regulation (EU) 2016/679. That relationship is governed by the Data Processing Agreement, which forms an integral part of the contract and prevails on every matter of personal data protection.

15.2 Independent processing

For Usage Data, for the administration of the contractual relationship and for the fulfilment of its own legal obligations the Provider acts as an autonomous controller, as described in Art. 7 and in the privacy notice made available to data subjects.

15.3 International transfers

Transfers of personal data outside the European Economic Area take place on the basis of the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914, using module two where the Provider acts as processor for the Customer, module three where the transfer is to a sub-processor, and module four where the Customer is established outside the European Economic Area and transfers personal data to the Provider, in each case accompanied by a transfer impact assessment. Where an adequacy decision is available, the Provider may rely on it in addition to, and not instead of, those clauses. The list of sub-processors is published and kept up to date; changes are notified at least 30 days in advance and the Customer may object on reasonable grounds relating to data protection.

15.4 Requests from authorities

Where the Provider receives a request from a public authority concerning Customer Data, it shall inform the Customer without undue delay unless prohibited by law, shall challenge requests that appear unlawful or excessive and shall disclose only the minimum data legally required.

15.5 Liability

Liability between the Parties for breaches of the data protection provisions is subject to Art. 20. Nothing in the contract limits the rights of data subjects or the liability provided by Article 82 of Regulation (EU) 2016/679, nor the administrative liability of either Party towards supervisory authorities.

15.6 Customer obligations

The Customer is responsible for compliance with the data protection and sector rules applicable to it in its own jurisdiction and to its own users, including the United Kingdom data protection regime, the legislation of the State of California, the Brazilian general data protection law and any data-localisation requirement, and for the lawfulness of the instructions it gives to the Provider.

Art. 16 — Artificial intelligence provisions

16.1 Scope

This Article applies to the AI Assistant, to the Chatbot and to the AI Training service, and complements Art. 15 where personal data is involved.

16.2 Allocation of roles

For the purposes of Regulation (EU) 2024/1689 the Provider is the provider of the artificial intelligence systems it makes available under its own name, and the Customer is their deployer. Where the Customer substantially modifies such a system, changes its intended purpose or puts it into service under its own name or trademark, the Customer assumes the obligations of a provider in relation to that modified system and shall inform the Provider in writing beforehand.

16.3 Transparency

The Chatbot informs the user, clearly and from the first interaction, that the user is interacting with an artificial intelligence system. The Customer, as deployer, shall not disable, remove or obscure that disclosure. Content generated or manipulated by artificial intelligence is marked in a machine-readable format in accordance with the technical state of the art, with effect from the date of application of Article 50 of Regulation (EU) 2024/1689.

16.4 Training data

Documents and data supplied by the Customer for AI Training remain the Customer's. They are used solely to build, tune and operate the model instance dedicated to that Customer, and are not used to train models shared with other customers unless the Customer has given its prior consent in a separate, specific, informed and revocable written document dedicated to that purpose. That document is the only instrument by which the consent may be given: no Order, Channel Schedule or other annex constitutes it, and the consent may be revoked at any time with effect for the future. The trained model instance is made available to the Customer as part of the corresponding Generated Application. On termination, training documents and model artefacts are treated in accordance with Art. 11.

16.5 Nature and validation of outputs

The outputs of artificial intelligence functions are statistical in nature and may be inaccurate or incomplete. The Provider does not warrant their accuracy, completeness or fitness for a specific decision. The Customer shall subject the outputs to human validation proportionate to their use and shall not use them as the sole basis for decisions that produce legal effects or that affect the safety of persons, plants or the environment.

16.6 No autonomous safety function

The Applications, including alarm, diagnostic and monitoring functions, are decision-support tools that require human confirmation and are not designed, supplied or intended as safety components within the meaning of point 2 of Annex III to Regulation (EU) 2024/1689. Before configuring any automation that removes human validation from a safety-relevant function of a critical infrastructure, the Customer shall inform the Provider in writing; such a configuration is made at the Customer's exclusive risk, may cause the Customer to become the provider or deployer of a high-risk system with the corresponding obligations, and is subject to Art. 19 and to the indemnity of Art. 21.

16.7 Documentation and literacy

The Provider makes available the instructions for use and the technical information necessary for the Customer to classify the risk of its own use case and to comply with its own obligations as deployer, and supports the Customer's measures for the artificial intelligence literacy of its personnel.

Art. 17 — Security, business continuity and incident notification

17.1 Measures of the Provider

The Provider applies technical and organisational measures appropriate to protect the Service and Customer Data against unauthorised access, loss, destruction and disclosure, as described in Art. 28 of the Enterprise Schedule and in Annex 2 to the Data Processing Agreement, which include access control, encryption in transit and, where appropriate, at rest, tenant segregation, logging and monitoring, patch and vulnerability management, secure development practices and personnel measures.

17.2 Responsibilities of the Customer

The Customer is responsible for the security of its own systems, networks, devices and credentials, for the segmentation of its industrial networks and for maintaining its own backups. Backups made by the Provider as part of the Service do not replace the Customer's backups and do not constitute a warranty of complete data recovery.

17.3 Incident notification

The Provider notifies the Customer without undue delay and in any event within 24 hours of becoming aware of a security incident that materially affects the Service supplied to that Customer, so as to enable the Customer to comply with its own notification duties, and provides the information available and the mitigation measures adopted. Personal data breaches are notified in accordance with the Data Processing Agreement.

17.4 Supply-chain cooperation

On the Customer's reasonable request the Provider supplies the information required for the Customer's supplier records and risk assessments, in particular its company name, VAT number IT04507220160, registered office, a description of the service supplied and the security measures adopted, and completes reasonable security questionnaires. Audit rights on security matters are exercised in accordance with Art. 28 of the Enterprise Schedule and with Annex 2 to the Data Processing Agreement.

17.5 Vulnerability handling

The Provider maintains a coordinated vulnerability disclosure process, remedies vulnerabilities according to their severity and, where the applicable legal framework so requires for the products supplied, notifies actively exploited vulnerabilities and severe incidents to the competent authorities and to the affected customers.

Art. 18 — Warranties and their limits

18.1 Warranty of professional performance

The Provider warrants that the Service will be supplied in a workmanlike manner and in conformity with the technical documentation. This is an obligation of means: the Provider does not warrant that the Service will be free from errors or interruptions or that it will meet requirements of the Customer that have not been expressly agreed.

18.2 Legal warranties in business contracts

Between businesses, the legal warranty regime applicable to the supply is that of Articles 1490 and following of the Italian Civil Code where the supply qualifies as a sale of licences, with notice of defects within 8 days of discovery and an action time-barred one year after delivery, and that of Article 1667 of the Italian Civil Code where the supply qualifies as a contract for works or bespoke development, with notice within 60 days of discovery and an action time-barred two years after delivery or acceptance. The Parties acknowledge that those terms apply according to the qualification of the specific supply, save as otherwise agreed in the applicable Channel Schedule, whose special warranty regime prevails within its scope.

18.3 Exclusion of implied warranties

To the maximum extent permitted by law and save as provided in clause 18.2 and in Art. 29, all other warranties, whether express or implied, including warranties of merchantability and fitness for a particular purpose, are excluded.

18.4 Preview features

Features supplied as beta, preview, trial or experimental are supplied as they are, without warranty and without service levels, and may be modified or withdrawn at any time; their use is at the Customer's risk.

18.5 Consumers

For consumers the legal guarantee of conformity of 24 months and the rules on the supply of digital content and digital services under Legislative Decree 173/2021 apply, as detailed in the Shop Schedule; clauses 18.2 and 18.3 do not apply to consumers.

Art. 19 — Exclusion of high-risk use

19.1 Definition

High Risk Activities means environments or activities in which the failure of a system could lead to death, personal injury or severe physical or environmental damage, including nuclear facilities, aircraft navigation or communication, air-traffic control, life-support systems, offshore installations, weapons systems and hazardous industrial processes.

19.2 Prohibition

The Platform is not fault-tolerant and is neither designed nor intended for use as the sole safety-control system in High Risk Activities. Unless the Provider has given prior written consent and has been consulted on the specific deployment, the Customer shall not use the Service as the sole safety control for High Risk Activities and shall implement, at its exclusive responsibility, independent functional-safety, emergency, redundancy and fail-safe systems compliant with the applicable rules.

19.3 Responsibility

The functional safety of the Customer's plants, machinery and processes is the exclusive responsibility of the Customer. The Provider is not liable for damage arising from use of the Service in breach of this Article, which is also governed by Art. 21.

Art. 20 — Limitation of liability

20.1 Excluded heads of damage

To the maximum extent permitted by law, the Provider is not liable for indirect or consequential damage, loss of profit, loss of revenue, loss of goodwill, loss of business opportunity or loss of data, even if foreseeable.

20.2 Cap

Save as provided in clause 20.3, the Provider's aggregate liability under or in connection with the contract, on any legal basis, is limited to the Fees paid by the Customer in the 12 months preceding the event giving rise to the claim. For one-off supplies under clause 4.5 the cap is the price paid for the supply concerned. By express exception to the cap of the first sentence, the Provider's liability under the defence obligation for third-party intellectual property claims of clause 13.6 is limited to 150 per cent of the Fees paid by the Customer in the 12 months preceding the event giving rise to the claim.

20.3 Exceptions to the limitation

The exclusions and the cap do not apply to liability for wilful misconduct or gross negligence, which may not be excluded or limited in advance under Article 1229 of the Italian Civil Code, to liability for death or personal injury, to liability under mandatory product-liability rules, to the mandatory rights of consumers under Art. 29, and to any other liability that may not be excluded or limited under mandatory law.

20.4 Scope of the limitation

The limitations of this Article also benefit the Provider's Affiliates and the persons it engages in the performance of the contract, apply to claims of any nature, whether contractual, non-contractual or restitutionary, and apply to the aggregate of all claims arising from the same facts.

Art. 21 — Customer indemnity

21.1 Indemnity

The Customer shall indemnify and hold the Provider harmless from any claim, action, damage, cost or expense, including reasonable legal fees, arising from: (a) use of the Service, of the Entitlements or of the Generated Applications in breach of the contract or of the law; (b) Customer Data and the content uploaded by the Customer; (c) infringement of third-party rights attributable to the Customer; (d) use of the Service for High Risk Activities in breach of Art. 19 or configuration of automations in breach of clause 16.6; and (e) breach of the export control and sanctions obligations of Art. 24.

21.2 Procedure

The Provider shall notify the Customer of the claim without undue delay, shall not settle it without the Customer's consent, which shall not be unreasonably withheld, and shall provide reasonable cooperation at the Customer's expense. The Customer may assume the conduct of the defence with counsel reasonably acceptable to the Provider.

Art. 22 — Suspension

22.1 Grounds and notice

The Provider may suspend the Service in whole or in part where: (a) Fees remain unpaid; (b) the Customer breaches Art. 4, Art. 5, Art. 8, Art. 13, Art. 14, Art. 19 or Art. 24; (c) there is a risk to the security, integrity or availability of the Service or of other customers; or (d) a legal obligation or an order of an authority so requires. Except in the cases under points (c) and (d), and except where mandatory law requires otherwise, suspension is preceded by written notice granting 15 days to remedy. For unpaid Fees the applicable sequence is the single dunning sequence of Art. 14 of the Payment Terms, namely formal notice, 15 days to cure, suspension, a further 30 days and then termination.

22.2 Scope and restoration

Suspension is limited to what is necessary and proportionate. The Service is restored without undue delay once the ground for suspension has ceased. Suspension does not relieve the Customer from Fees accrued and does not constitute a breach by the Provider.

22.3 Prolonged suspension

Where a suspension lawfully continues for more than 60 days, either Party may terminate the contract by written notice, without prejudice to Art. 10 and Art. 11.

Art. 23 — Changes to the Base Terms and to the Service

23.1 Changes to the Base Terms

The Provider may amend the Base Terms, the Channel Schedules and the annexes for technical, organisational, security or legal reasons, by written notice given at least 60 days before the change takes effect. Where the change is to the Customer's detriment, the Customer may terminate the contract with effect from the date on which the change takes effect, by written notice given before that date; in the absence of such notice the change is deemed accepted. Changes required by mandatory law or necessary to protect the security of the Service may take effect immediately, with contemporaneous notice.

23.2 Limits

A change may not reduce, during a period already paid for, the scope of the Entitlements purchased or increase the Fees; changes to the Fees are governed exclusively by clause 9.10.

23.3 Consumers

For consumers the Shop Schedule applies, under which a change to the consumer's detriment gives the right to terminate at no cost and to obtain a refund of the amounts paid for the unused period.

Art. 24 — Export control, sanctions and business ethics

24.1 Applicable regimes

The Platform, the software, the technology and the documentation may be subject to export control rules and restrictive measures, including Regulation (EU) 2021/821 on dual-use items as last amended by Commission Delegated Regulation (EU) 2025/2003, the United States Export

Administration Regulations, and the sanctions programmes of the European Union, the United Nations and the United States Office of Foreign Assets Control.

24.2 Customer obligations and representations

The Customer shall comply with all applicable export, re-export, import, transfer and use rules and shall not export, re-export, transfer or make the Service available, directly or indirectly, to embargoed or sanctioned countries, persons or destinations, or for prohibited end uses, including military, nuclear or weapons-related end uses. The Customer represents that neither it, nor its beneficial owners, nor the recipients of the Service are subject to restrictive measures or listed as designated persons, and that it does not act on behalf of such persons. The Provider screens its counterparties against the applicable sanctions lists and may refuse or suspend the supply or a payment where the screening produces a positive result.

24.3 No re-export to Russia and Belarus

Where the Customer is established outside the European Union and outside the partner countries listed in Annex VIII to Regulation (EU) 833/2014, the Customer shall not sell, export, re-export, transfer or otherwise make available, directly or indirectly, the Platform, the Generated Applications or any related technology to or for use in the Russian Federation or in Belarus. The Customer shall impose an equivalent obligation on its own counterparties, shall implement adequate monitoring measures, and shall inform the Provider immediately of any circumstance that prevents compliance with this clause. A breach of this clause is a material breach entitling the Provider to terminate the contract with immediate effect under Art. 10, without prejudice to Art. 21.

24.4 Cryptographic components

The licensing components of the Platform use elliptic-curve digital signatures solely for authentication, integrity and licence protection purposes. The Customer shall not use or import the Platform where such use or import would breach the rules on cryptography applicable to it, and shall inform the Provider of any authorisation required in its jurisdiction.

24.5 Business ethics

Each Party shall comply with the applicable anti-corruption rules, including Legislative Decree 231/2001 and, where applicable to it, the United Kingdom Bribery Act and the United States Foreign Corrupt Practices Act, and shall not offer or accept undue advantages in connection with the contract. The Provider's code of ethics and the reporting channel established under Legislative Decree 24/2023 are made available on request.

Art. 25 — Governing law, jurisdiction and dispute resolution

25.1 Governing law

The contract is governed by the substantive law of Italy, excluding its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980, is expressly excluded pursuant to its Article 6.

25.2 Exclusive jurisdiction

For business customers, wherever established, the courts of Bergamo, Italy, have exclusive jurisdiction over any dispute arising out of or in connection with the contract, including its validity, performance, interpretation and termination, pursuant to Article 25 of Regulation (EU) 1215/2012.

25.3 Optional arbitration for counterparties outside the Union

Where the Customer is established outside the European Union, the European Economic Area and the States bound by the Lugano Convention of 2007, the Provider may, at its sole option, elect that a dispute be finally settled by arbitration instead of by the courts identified in clause 25.2, and the Customer accepts that election in advance. The election is made in writing before the Provider commences proceedings on the merits or, where the Customer has commenced proceedings, within 30 days of service of those proceedings. The seat of the arbitration is Milan, Italy, and the language is English. Where the amount in dispute does not exceed EUR 150.000 the arbitration is conducted by a sole arbitrator under the Rules of the Milan Chamber of Arbitration; where it exceeds that amount the arbitration is conducted by three arbitrators under the Rules of Arbitration of the International Chamber of Commerce. The award is final and binding and is enforceable under the New York Convention of 1958 on the recognition and enforcement of foreign arbitral awards.

25.4 Interim relief and payment orders

Notwithstanding clauses 25.2 and 25.3, each Party may at any time seek interim, protective or injunctive relief from any competent court, in particular to protect intellectual property rights and confidential information. The Provider may in addition apply for a payment order and take enforcement measures for unpaid Fees before the courts of Bergamo or before the courts of the place where the Customer has its seat or its assets. Recourse to those remedies does not amount to a waiver of clause 25.2 or of clause 25.3.

25.5 Consumers

This Article does not apply to consumers, for whom Art. 29 applies.

Art. 26 — IPC hardware bundle

26.1 Object

At the Customer's request the Provider may supply an industrial PC preconfigured by the Provider, which acts as the delivery vehicle of the local Chatbot and of the Generated Applications assigned to a Designated Asset, and not as an alternative product to them. The price of the bundle, which includes the hardware, the configuration service and shipping, is stated in the accepted quotation or in the Order.

26.2 Title and risk

Title to the hardware passes to the Customer on payment of the price in full. Risk passes to the Customer on delivery to the carrier. Delivery dates are indicative and are not of the essence, without prejudice to mandatory rules applicable to consumers.

26.3 Warranty

The hardware is covered by the manufacturer's warranty and by the mandatory legal guarantees. The preinstalled software and models remain governed by the contract, including the limits of Art. 18 and of Art. 20, and the corresponding licence remains bound to the Designated Asset in accordance with Art. 5.

26.4 Effect on the Service

The supply of the bundle does not alter the nature of the Service, the Entitlement model or any other provision of the contract.

Art. 27 — Assignment, subcontracting, force majeure, notices and final provisions

27.1 Assignment

The Customer may not assign the contract or the rights arising from it without the Provider's prior written consent, which shall not be unreasonably withheld where the assignee is a company of the Customer's group, is not a competitor of the Provider and assumes all obligations under the contract. The Provider may assign the contract to a company of its group or in the context of a corporate transaction, by notice to the Customer, provided that the level of the Service is not reduced.

27.2 Subcontracting

The Provider may use subcontractors and infrastructure suppliers and remains liable for their performance in accordance with Article 1228 of the Italian Civil Code and with clause 12.3. Sub-processors of personal data are governed by Art. 15.

27.3 Force majeure

Neither Party is liable for failure or delay in performance caused by events beyond its reasonable control, including natural disasters, acts of authorities, failures of networks or of third-party suppliers, cyber-attacks, power outages, strikes, epidemics and armed conflict. The affected Party shall give prompt notice and shall use reasonable efforts to limit the effects. Where the event lasts more than 60 consecutive days either Party may terminate the affected part of the contract, with a refund of the Fees paid for the unperformed period.

27.4 Notices

Notices are given in writing to the addresses stated in the Order, by certified electronic mail, registered letter or e-mail with confirmation of receipt. A change of address takes effect once notified. Notices relating to termination, non-renewal and switching are given by a means evidencing receipt.

27.5 Miscellaneous

The invalidity of a provision does not affect the remaining provisions, which continue in force, and the invalid provision is replaced by a valid provision closest to its economic purpose. Tolerance of a breach is not a waiver of rights. The Parties are independent contractors and the contract creates no partnership, agency or employment relationship. Headings are for convenience only. The contract may be concluded electronically, and the Parties acknowledge the legal effect of electronic signatures under Regulation (EU) 910/2014 as amended by Regulation (EU) 2024/1183.

Art. 28 — Survival

The provisions that by their nature are intended to survive termination remain in force, including Art. 5 as regards the verification of past use, Art. 7 within the retention limits of clause 7.6, clause 10.6, Art. 11, Art. 13, Art. 14, Art. 15, Art. 20, Art. 21, Art. 24 and Art. 25. Termination likewise leaves unaffected the runtime licences granted for an indefinite term under clause 4.5 and the Legacy Grants issued under Art. 25 of the Enterprise Schedule, which continue for their own term.

Art. 29 — Consumers

29.1 Segmentation of the offering

Only Trial and Base plans purchased through the IndustryUX shop are available to consumers. The Business plan and the Enterprise Online, On-Premise and VPS supplies are reserved to businesses: access to them requires a valid VAT number and the Customer represents that it is acting for purposes relating to its trade, business, craft or profession.

29.2 Mandatory protections

Where the Customer is a consumer, the mandatory provisions protecting consumers prevail over any conflicting provision of these Base Terms, in particular: the right of withdrawal of 14 days; the legal guarantee of conformity of 24 months; the rules on unfair terms in Articles 33 to 36 of the Italian Consumer Code; the right of the consumer to bring proceedings before the courts of its own domicile and to be sued only before those courts, and to rely on the mandatory rules of its country of habitual residence, under Articles 17 to 19 of Regulation (EU) 1215/2012 and Article 6 of Regulation (EC) 593/2008. Clause 25.2 and clause 25.3 do not apply to consumers, and the specific approval of clauses under Art. 30 has no effect in relation to consumers.

29.3 Detailed regime

The complete consumer regime, including pre-contractual information, the exercise of the right of withdrawal and its exceptions, the remedies for lack of conformity of digital content, the renewal reminder and the alternative dispute resolution procedures, is set out in the Shop Schedule, which prevails over these Base Terms in relation to consumers.

29.4 Consumers outside the Union

Where the consumer is habitually resident outside the European Union, the mandatory consumer protection rules of the country of habitual residence remain unaffected by the choice of law and jurisdiction made in Art. 25.

Art. 30 — Specific approval of clauses under Articles 1341 and 1342 of the Italian Civil Code

30.1 Declaration

Where these Base Terms are used as standard terms prepared by the Provider and Italian law applies, the Customer, acting as a business, declares that it has read and specifically approves the following clauses: Art. 4 (limits and revocability of the licence, reservation of rights, limits of the runtime licence); Art. 5 (permanent binding of Entitlements and of the Token wallet to the Designated Asset, prohibition of any transfer or conversion and absence of credit or refund where the Designated Asset is decommissioned, prohibition of circumvention, automatic deactivation after the grace period, verification rights with the obligation to grant access, consequences and costs of excess use); Art. 6 (revocability and limits of Trials); Art. 8 (prohibited uses and incorporation of the Acceptable Use Policy); Art. 9 (payment in advance, subscription fees and On-Premise Service Fee due regardless of use, limits to the right of set-off and to the withholding of disputed amounts, default interest, gross-up, unilateral update of the Fees on renewal); Art. 10 (term, tacit renewal, notice periods, express termination clause under Article 1456 of the Italian Civil Code, treatment of unused Tokens according to their regime); Art. 12 (service levels, exclusions from the availability calculation and, under clause 12.5, the shared hosting environment of the Trial and Base plans with its logical-only segregation and the corresponding acknowledgement of risk); Art. 13 (limits and exclusive character of the remedy for third-party intellectual property claims); Art. 18 (limits of the warranties and features supplied as they are); Art. 19 (exclusion of high-risk use); Art. 20 (limitation of liability and cap); Art. 21 (indemnity granted by the Customer); Art. 22 (suspension of the Service); Art. 23 (unilateral changes with a right of termination); Art. 24 (export control obligations, sanctions screening and no re-export to Russia and Belarus); Art. 25 (exclusive jurisdiction of the courts of Bergamo, optional arbitration at the Provider's election and reservation of interim relief and payment orders); Art. 26 (passing of risk and limits of the warranty on hardware); Art. 27 (assignment by the Provider and effects of force majeure); Art. 28 (survival).

30.2 Separate step

This specific approval is given as a step separate and distinct from the acceptance of the contract, in accordance with clause 3.2, by the second act of the registration confirmation, by a dedicated one-time password confirmation in the other one-time password flows or by the second signature affixed to the signed document in the signature and upload flow.

The contractual package is signed in a single act. It contains the following blocks of specific approval, which are presented and subscribed in this order: (a) the block of these Base Terms, set out in clause 30.1; (b) the block of the applicable Channel Schedule, that is the Shop Schedule or the Enterprise Schedule; (c) the blocks of the annexes that contain one, in the order Service Level Agreement, Data Processing Agreement, Acceptable Use Policy. In the flows of the enterprise channel the package further includes the fourth block of specific approval of the mutual Non-Disclosure Agreement (IUX-EN-32), as described in Article 34 of the Enterprise Schedule. No further block of specific approval is required for the package, and the Payment Terms contain none.

30.3 Consumers

This Article does not apply to consumers, in relation to whom the assessment of unfair terms is governed exclusively by Articles 33 to 36 of the Italian Consumer Code.

Luogo e data: ____________________________

DEVIBRAIN S.R.L.	IL CLIENTE
____________________________	____________________________

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

Luogo e data: ____________________________

DEVIBRAIN S.R.L.	IL CLIENTE
____________________________	____________________________

Status of this version. This text is version 1.2, release candidate, of the IndustryUX Master Subscription and Licence Terms. It has been prepared internally on the basis of the European Union and Italian legal framework in force on 10 August 2026 and of the commercial parameters approved on 11 August 2026. Before it is used with actual customers it must be validated by a qualified lawyer admitted to practice and, as regards the data protection and artificial intelligence provisions, by a data protection officer; this document does not constitute and does not replace legal advice.

Changelog

Version	Date	Changes
1.0	2026-08-10	First release candidate of the Master Subscription and Licence Terms (IUX-EN-01)
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: plans renamed Business and Enterprise Online, channel-specific contract formation in clause 3.2, new shared-hosting clause 12.5, single Enterprise Online subscription fee of EUR 249,00 per month

IUX-EN-01 · v1.2 · 2026-08-11 · IndustryUX® è un marchio registrato di DEVIBRAIN S.r.l.