



GENERAL CONDITIONS OF SALE

SECTION I - GENERAL PART -

1. DEFINITIONS

BUYER OR CUSTOMER: means the company named in the Order.

UPDATES AND DEVELOPMENTS: means all updates, supplements, adaptations, developments, improvements and changes in general made by OverSonic Robotics S.r.l. Benefit Company and/or third party owners to the Software/Hardware. Updates and Developments do not include those made necessary by the amendment, supplementation, repeal or issuance of laws, decrees, regulations, directives, orders or decisions, whether Italian, EU or foreign, which, in OverSonic's sole judgment, have a significant impact on OverSonic's operability and/or costs and/or the structure of the Software or make substantial or structural changes to the regulations in force on the date of the Contract.

ASSISTANCE: means the technical support service aimed at suggesting to the Customer, upon Customer's request and where possible, technical solutions to ensure the proper use of the Software/ Cloud Services and/or hardware part of the product.

CODE OF ETHICS: means the code of ethics adopted by OverSonic and available at <https://oversonicrobotics.com/>.

CONDITIONS: means these general conditions of sale.

INTEGRATIVE CONDITIONS: means the autonomous contractual conditions governing the provision, by OverSonic, of specific Services or Products which shall prevail over the General Conditions.

ORDER CONFIRMATION: means the document issued by the Seller as a result of the Order received from the Customer.

CONNECTIVITY: means the connection to the Data Center made by the Customer through connection to a telecommunications network or the Internet.

CONTROLLED: means the companies directly or indirectly controlled by the Customer within the meaning of Article 2359, paragraph 1, numbers 1 and 2, of the Civil Code that may be listed in the Order.

CONTRACT: means the agreement concluded between Customer and Seller for the sale of the Product, finalized by signing for acceptance without any modification of the Offer or the Order Confirmation and its attachments, the Use and Maintenance Manual possibly delivered to the Customer, any subscription forms and any online instructions for the use of the Software.

CORRESPONDS: means the amounts that Customer will pay to OverSonic by reason of the Contract.

ACCESS CREDENTIALS: means the authentication system through which the Software can be accessed and used to enjoy the Cloud Services, including the identification codes and access keys provided by Oversonic to Customer and associated with each User and any tokens.

DATA CENTER: means the service centers that host the interconnected servers, owned by Oversonic or third parties, on which it resides.

USE AND MAINTENANCE MANUAL: means the documentation prepared by Oversonic Robotics containing the technical data and operating instructions for the use and maintenance of the Products and the certificates required by the relevant technical standards and applicable laws.

MANOMISSION: refers to a product resulting from, but not limited to, any of the following activities: opening of the device; removal or replacement of parts of the device; damage, alteration, connection or removal of any part that is part of the device; removal, notching of the safety seals of any device of the device; any incorrect use of the device in terms of immersion and/or contact with liquids and dust; any use of the device at temperatures and conditions outside the standards indicated in the user manual. In case of tampering, the warranty of the product is void and it is therefore defined as Out of Warranty.

GDPR: means the European General Data Protection Regulation of April 27, 2016 No. 679. **PERSONAL DATA PROTECTION LEGISLATION:** means the GDPR, and any additional implementing rules and/or regulations issued pursuant to the GDPR or otherwise in force in Italy, as well as any binding measure that is issued by the relevant supervisory authorities (e.g., Garante per la protezione dei dati personali) and retains binding effect (including the requirements of the General Authorizations for the Processing of Sensitive and Judicial Data, if applicable and where they retain their binding effect after May 25, 2018).

CLOUD INFRASTRUCTURE: means the cloud system owned by Oversonic or a third party that hosts the Software.

HARDWARE: means the products of Oversonic Robotics S.r.l., branded Oversonic Robotics, dedicated to the IT and digital sector and the subject of the Order.

MDPA: means the Personal Data Information Form - attached to the Order Confirmation.

ORGANIZATIONAL MODEL: means the organizational, management and control model adopted by Oversonic pursuant to Legislative Decree 231/2001 and available at <https://oversonicrobotics.com/>.

OFFER: means the document sent by the Seller to the Customer, containing the proposed sale of the Products and Services and their identification data, the indicative delivery date and any other indicative information useful for the conclusion of the deal.

ORDER: means the document completed by the Customer and transmitted to the Seller containing the reference to the offer or the offer signed by the Customer without any changes. It is understood that in the event of any discrepancy between the terms and conditions set forth in the Order Confirmation and the provisions of the General Conditions and/or Supplementary Conditions, the provisions set forth in the Order Confirmation shall prevail.

OVERSONIC: means the company Oversonic Srl, Benefit Company (C.F. and VAT No. 11470500965), based in Besana Brianza (MB), via Rivabella 7, or the different company of the Oversonic Group indicated in the various commercial documents.

PARTIES: means, jointly, Oversonic and the Customer.

PRODUCT(S): the products of Oversonic Robotics S.r.l. as indicated above.

INTELLECTUAL PROPERTY: means any intellectual and/or industrial property right, registered or unregistered, in whole or in part, anywhere in the world, such as - but not limited to - trademarks, patents, utility models, designs, domain names, know-how, copyrighted works, databases and software (including, but not limited to, its derivations, source code, object code and interfaces).

SAAS: means software-as-a-service.

CLOUD SERVICES: means the services provided by Oversonic to Customer through Customer's access to and use of the Software.

SOFTWARE: means the software products owned by Oversonic or one of the companies part of the Oversonic Group or third parties, specifically identified in the Supplementary Conditions and hosted on the Cloud Infrastructure, possibly updated and/or modified as a result of the Updates and Developments.

USER: means each employee and/or collaborator of the Customer, authorized by the Customer to use the Access Credentials to access and use the Software for the purpose of enjoying the Cloud Services.

IMPROPER USE: is caused by incorrect wiring or in general misapplication by the Buyer. In this case, the warranty of the product is void and it is therefore defined as Out of Warranty. SELLER: Oversonic Robotics s.r.l. Benefit Society as indicated above.

2. APPLICATION AND EFFECTIVENESS OF THE CONDITIONS

2.1. The Conditions form an integral and substantial part of each Contract of sale of the Products and Services even if not materially attached.

2.2. The Conditions are effective between the Parties insofar as they are cognizable by the Customer using ordinary diligence at the time of the conclusion of the Contract.

3. CORRESPONDS

3.1. In consideration for the provision of the Products, Cloud Services and Software, Customer agrees to pay Oversonic the Fees set forth in the Order Confirmation, in the manner and according to the schedule set forth therein. In the absence of express provision in the Order Confirmation, the Consideration shall be paid within 30 days of receipt of regular invoice issued by Oversonic.

3.2. All Consideration shall be exclusive of V.A.T. and any other statutory charges.

3.3. The Seller reserves the right, at any time prior to delivery and upon prior notice to the Customer, to increase the price of the Products by no more than 5%, as compared to the agreed price, to cover any increase in expenses caused by factors beyond its control, such as, but not limited to: currency fluctuations in the foreign exchange market, currency regulations, changes in duties, significant increase in the cost of labor, materials or other processing costs.

3.4. Customer expressly acknowledges and agrees that the Fees are subject to annual updating to the extent of 100% of the upward change in the ISTAT index of service production prices, calculated as an average of the last twelve months.

3.5. Customer acknowledges that the Software and related Cloud Services are subject, by their very nature,

to a constant technological and regulatory evolution that requires continuous and onerous updating, development and, in some cases, replacement activities, necessary in order to ensure their functionality. By reason of the foregoing, Oversonic shall have the right to change the Fees even in excess of the ISTAT index.

3.6. If, during the performance of the Contract, unforeseeable circumstances occur such as to make it more onerous for Oversonic to provide the Cloud Services, Oversonic shall have the right to receive fair one-time compensation or to unilaterally modify the Fees by sending a notice by PEC or Registered A/R to the Customer. Without prejudice to legal rights.

3.7. In the event of non-payment or late payment of the consideration under this contract, default interest shall commence, without the need for us to be in default, from the day following the expiration of the deadline for payment in accordance with d. lgs. 231/2002.

3.8. The Customer waives the right to raise exceptions without having previously fulfilled its payment obligations.

4. INVOICING AND PAYMENTS

4.1. The Seller shall invoice the Customer for the price of the Product, Software and/or Cloud Services at the same time as it notifies the Customer of the availability of the Product, unless otherwise agreed upon the terms of payment indicated in the Order Confirmation.

4.2. With respect to the Software and/or Services the invoice to Customer will be issued on a monthly basis for the consideration agreed upon in the Order Confirmation.

4.3. Customer shall pay the price of the Product, Software and/or Cloud Services within the term indicated in the Order Confirmation and invoice. Payment must be made directly to the domicile of Seller, who shall be entitled to payment even if Customer fails to collect the Products, in the form and within the terms indicated in the Order Confirmation.

4.4. However, Seller shall have the right to suspend delivery of the Products, Software and/or Cloud Services in case of Customer's default.

4.5. Any claims of defects, deformities or otherwise exceptions on the Product, Software, Services or its mode of delivery shall in no case entitle the Customer to suspend payments.

4.6. For payments from abroad, the costs of transferring funds from the foreign bank to the Italian bank will be borne entirely by the Customer.

5. RESPONSIBILITIES AND REPRESENTATIONS OF THE CUSTOMER

5.1. By accepting these General Conditions, the Customer declares that (i) he/she has all the rights and powers necessary to conclude and fully and effectively execute the Contract and that (ii) he/she intends to use the Products, Software (including any Updates and Developments) and Cloud Services within the scope of his/her entrepreneurial, artisan, commercial or professional activity and that, therefore, the provisions of Legislative Decree 206/2005 protecting consumers do not apply to him/her.

5.2. The Customer undertakes to ensure that the provisions of the Agreement are complied with by each User and each Subsidiary, including their respective employees and/or collaborators. Also pursuant to Article 1381 of the Italian Civil Code, the Customer shall be held solely responsible for the actions of such parties and shall also ensure compliance with all applicable regulations, including tax and civil law.

5.3. It is prohibited to use the Software, Cloud Services and/or Updates and Developments for the purpose of depositing, storing, sending, publishing, transmitting and/or sharing data, applications or computer documents that:

- (a) conflict with or violate Intellectual Property rights owned by Oversonic and/or third parties;
- (b) Have discriminatory, defamatory, libelous or threatening content;
- (c) contain material that is pornographic, child pornographic, obscene or otherwise contrary to public morals;
- (d) contain viruses, worms, Trojan horses or, otherwise, other computer elements of contamination or destruction;
- (e) constitute spamming, phishing and/or similar activities;
- (f) are in any case contrary to applicable statutory and/or regulatory provisions.

5.4. Customer acknowledges that the Software, Updates and Developments and/or Cloud Services may contain and/or require the use of so-called open source software and agrees, including pursuant to Article 1381 of the Italian Civil Code for each User and each Subsidiary, to comply with the terms and conditions specifically applicable to them. Where necessary, such terms and conditions will be made appropriately cognizable to the Customer by Oversonic.

5.5. Oversonic reserves the right to suspend the provision of the Cloud Services and access to the Software to the Customer, each User and/or each Subsidiary, or to prevent access to the data stored therein, if it becomes aware of a violation of the provisions of this Article and/or an express request to that effect is made by a judicial or administrative body under applicable law. In such case, Oversonic will notify the Customer of the reasons for the adoption of the suspension of access, without prejudice to the right to terminate this Contract.

5.6. Buyer shall allow Seller to install on the Products/Systems at Seller's expense and care those technical modifications deemed mandatory in Seller's judgment (e.g., those required for security reasons). The removed parts become the property of the Seller. In this regard, Buyer assures that it has appropriate authorization from the owner or other rights holder to transfer ownership and possession of the removed parts to Seller.

5.7. The Buyer assumes responsibility for the results obtained from the use of the Products, Systems, or Services.

6. CUSTOMER'S OBLIGATIONS.

6.1. The Customer shall be solely and exclusively responsible for the selection of the Products, Software and Services purchased, as well as for all activities following delivery (or installation if expressly provided for in the Order Confirmation), which must be carried out in full and strict compliance with the instructions provided in the Use and Maintenance Manual. The Customer itself must also be in possession of the facilities and

skills (including technological) necessary for the proper use of the Product.

6.2. In particular, the Customer, for the purpose of proper installation and subsequent proper operation of the Product, is required to diligently comply with all obligations listed in the Use and Maintenance Manual.

6.3. By the Contract, Customer agrees to:

- (a) pay to Oversonic the Fees due under Article 3;
- (b) independently equip itself with hardware and software equipment, as well as adequate Connectivity in order to be able to access the Data Center and use the Software to take advantage of the Cloud Services;
- (c) autonomously adapt the characteristics of its computer systems and Connectivity to any changes, replacements and corrections made to the Software and Cloud Services after the conclusion of the Contract;
- (d) use the Software and/or Cloud Services in a manner consistent with the License and solely for the purposes for which they are intended;
- (e) provide Oversonic with all information necessary to enable Oversonic to properly and fully perform its obligations under this Agreement, and to promptly notify Oversonic of any changes thereto, including any changes relating to Users and/or Subsidiaries;
- (f) cause each User to read and accept these General Terms and Conditions;
- (g) cause each Subsidiary to review and accept these General Conditions;
- (i) have Seller collect, retain and use data collected by RoBee for lawful purposes (e.g., statistical, scientific, product improvement and commercial).

7. MANLEVA

7.1. The Customer agrees to indemnify and hold harmless Oversonic from any and all damages, claims, liabilities and/or charges, direct or indirect and including reasonable legal fees, that Oversonic may suffer or incur as a result of the failure of the Customer and/or each User and/or each Subsidiary to comply with each of its obligations under the Contract and, in particular, with the provisions of Articles: 5 (Customer's Liability and Representations), 6 (Customer's Obligations), 11 (Assignment of Contract and Prior Authorization ex art. 1407 Civil Code), 13 (Confidentiality), 14 (Intellectual Property), 25 (Code of Ethics and Organizational Model) and 35 (Access Credentials).

8. EXPRESS TERMINATION CLAUSE AND TERMINATION

8.1. Without prejudice to compensation for damages, Oversonic reserves the right to terminate the Contract pursuant to

of art. 1456 c.c. following the sending of simple written notice by PEC or registered letter A/R in case of failure by the Customer and/or each User to comply with even only one of the provisions: 3 (Fees), 5 (Responsibilities and Declarations of the Customer), 6 (Customer's Obligations), 7 (Indemnity), 11 (Assignment of the contract and prior authorization ex. Article 1407 of the Civil Code), 13 (Confidentiality), 14 (Intellectual Property), 25 (Code of Ethics and Organizational Model), 35 (Access Credentials), and 40 (Withdrawal and Replacement of Products).

8.2. Oversonic also reserves the right to suspend or discontinue the provision of the Software and/or Cloud Services:

- (a) in the event of non-payment or late payment, in whole or in part, of the Fees;
- (b) if security and/or confidentiality reasons arise;
- (c) in case of violation, by the Customer and/or each User and/or each Subsidiary, of legal obligations regarding the use of computer services and the Internet network;
- (d) in the event that problems occur to the Data Center and/or Cloud Infrastructure and/or Software that cannot be remedied without suspending the relative access, including the hypothesis of relative replacement and/or migration, even partial, in each case subject to prior written notice to the Customer as to the reasons for the suspension and the expected timing of intervention. The Customer remains in any case obliged to pay what is due even in case of interruption of the supply of the Software and/or Cloud Services.

8.3. The Seller, if it does not wish to avail itself of the express termination clause, may cause the Buyer to forfeit the benefit of the term. In such case, the Buyer shall immediately pay the full agreed price.

9. WITHDRAWAL

9.1. Oversonic reserves the right to withdraw from this Contract with immediate effect by giving notice by registered letter with return receipt or PEC, at its sole discretion and without any compensation or indemnity being claimed against such withdrawal, if any of the following occurs:

- a) transfer of the company or business unit or change of the business unit affected by the Supplies that the Customer has requested or agreed upon;
- b) indictment of a representative of the Customer for crimes related to business management that, due to their nature and seriousness affect the reliability and morality of the same Customer or are likely to cause damage or compromise even indirectly its image;
- c) placing in liquidation and/or interruption by the Customer of its business activity or subjecting it to individual procedures of forced expropriation or insolvency proceedings of bankruptcy, arrangement with creditors, extraordinary administration or debt restructuring agreement pursuant to Article 182 of the Bankruptcy Law.

9.2. Oversonic also reserves the right to terminate the Contract by simple written notice with immediate effect, in the event of non-performance of any of the obligations assumed by the Customer in any of the possible further contracts concluded between the same Customer and Oversonic (or any of the companies of the Oversonic Group or an official Oversonic distributor), obligations whose non-performance constitutes cause for termination of any such further contracts.

9.3. In the event that Oversonic exercises its right of termination for reasons other than those set forth in

paragraph 9.3 above, the Customer shall be entitled to a refund of the fee for the period of non-use of the Software, if it has already been paid.

9.4. In the event of termination or cancellation of the Cloud Services Agreement due to a fact or fault not attributable to Customer, Oversonic will take back the unusable RoBees by paying Customer an amount equal to the purchase price net of contributions and depreciation.

9.5. Nothing will be due in case of Termination or Withdrawal due to fact or fault attributable to the Customer.

10. UNILATERAL MODIFICATIONS

10.1. Considering the high technical and regulatory complexity of the sector in which Oversonic operates and of the products and services offered by the latter, considering also that this sector is characterized by continuous technological, regulatory and market needs evolutions, and considering finally that, as a consequence of the above the need arises periodically for Oversonic to adjust its organization and/or technical and functional structure of the Products and Services offered to its customers (also in the interest of the latter), the Customer accepts that the Contract may be modified by Oversonic at any time, by giving simple written notice (including by e-mail or with the aid of computer programs) to the Customer. Amendments may consist of: (i) changes related to the adjustments made to the technical and/or functional structure of the products and services offered; (ii) changes related to the adjustments made to the organizational structure of Oversonic; (iii) changes related to the fees payable by the Customer, taking into account the adjustments referred to in (i) and (ii) above.

10.2. In this case, the Customer shall have the right to withdraw from the Contract by written notice sent to Oversonic via PEC or Registered A/R within 15 days of receipt of the written notice from Oversonic referred to in the preceding paragraph.

10.3. In the absence of exercise of the right of withdrawal by the Customer, in the terms and manner indicated above, the amendments to the Contract shall be deemed to be definitively known and accepted by the latter and shall become definitively effective and binding.

11. ASSIGNMENT OF THE CONTRACT AND PRIOR AUTHORIZATION EX. ART. 1407 C.C.

11.1. Except with the prior written authorization of Oversonic, the Customer is prohibited from assigning the Contract, in whole or in part.

12. PARTNERS

12.1. Oversonic, in fulfilling its obligations under the Contract, may, at its sole discretion, avail itself of the technical, organizational and commercial cooperation of its Partners, to whom it may entrust the performance of some or all of the activities listed in these General Conditions and/or the Order Confirmation.

13. CONFIDENTIALITY

13.1. It is strictly forbidden for the Customer to communicate and/or disclose or otherwise use, even through a third party and/or entity, any form of news, information and documentation however learned and obtained during the execution of the Contract and which Oversonic has

classified as "confidential" or "confidential", even where they are not actual trade secrets, whether pertaining to the Parties or to companies that are their customers and/or suppliers, except:

- (a) as expressly required by the performance of the Contract;
- (b) express written authorization of the other Party;
- (c) when the Parties are obligated to do so by law and/or by administrative and/or judicial authority order.

13.2. Without prejudice to the case in which the information and/or documents referred to in paragraph 14.1 constitute secret information pursuant to Article 98 of Legislative Decree No. 30/2005, the prohibition referred to in the preceding paragraph shall remain unconditionally in place even after the termination of the Contract, for any cause whatsoever, for the subsequent period of 5 (five) years, deemed reasonable by both Parties, without prejudice to the information falling into the public domain that is not attributable to the Parties.

14. INTELLECTUAL PROPERTY.

14.1. All Intellectual Property rights, including related economic exploitation rights, in the Products, Cloud Infrastructure, Software, Cloud Services, documentation, Updates and Developments, preparatory works and derivative works are and shall remain, in whole and in part and anywhere in the world, the exclusive property of Oversonic and/or the relevant third party owners set forth in the Order Confirmation, Supplementary Terms and Conditions or the supporting Use and Maintenance Manual.

14.2. For the sole purpose of enabling Customer to use the Software and/or Cloud Services set forth in the Order Confirmation, Oversonic grants to Customer, who accepts, a non-exclusive, non-transferable, temporary license to use the Software limited to the maximum number of Users set forth in the Order Confirmation ("*License*").

14.3. As a partial exception to the provisions of Article 14.2 above, against payment of any Additional Fees set forth in Article 3, Customer is granted the option to grant Subsidiaries a sub-license to use the Software ("*Sub-License*"), it being understood that, in any event, Customer may not grant Sub-Licenses for a number of Users in excess of the number expressly set forth in the Order Confirmation.

14.4. Customer agrees for each User and for Subsidiaries, to use the Software and Updates and Developments within the strict limits of the License (or Sub-License, in the case of Subsidiaries) and in compliance with Oversonic's or third parties' Intellectual Property rights. Therefore, by way of example and without limitation, and subject in all cases to the mandatory limitations of the Law, Customer shall not:

- (a) circumvent the technical limitations and technological protection measures present in the Software and/or the Updates and Developments, including the authentication system;
- (b) reverse engineer, decompile or disassemble the Software and/or the Updates and Developments;

- (c) reproduce, modify, adapt, customize the Software and/or Updates and Developments or create derivative works thereof;
- (d) make or cause to be made copies of the Software and/or Updates and Developments;
- (e) publish or cause to be published the Software and/or Updates and Developments;
- (f) use the Software and/or Updates and Developments outside the Cloud Infrastructure;
- (g) market the Software and/or Updates and Developments in any capacity whatsoever.

14.5. All rights to the trademarks, logos, names, domain names and other distinctive marks however associated with the Products, Cloud Infrastructure, Software, Updates and Developments and/or Cloud Services shall also remain with Oversonic or any third party, with the result that Customer may not use them in any way without Oversonic's (and/or the third party owner's) prior written permission.

14.6. The Buyer undertakes to use the Product only for the purposes envisaged in the Order Confirmation and not to disclose to third parties the data, information and any samples, received directly or indirectly from Oversonic Robotics S.r.l. and/or developed by it, either during the phases of negotiation of the Offer or during its fulfillment, except for those data and information the Buyer can prove:

- a) have been in the public domain on the date of their receipt and acquisition or have subsequently become so due to causes beyond its control;
- b) have been in its possession prior to the date referred to in subsection (a) without constraints of secrecy and have not been provided to it directly or indirectly by the Purchaser;
- c) have been transmitted to it by third parties who could legitimately dispose of them without constraints of secrecy.

This undertaking of secrecy and non-use shall remain in effect for five (5) years from the date of signing the Contract and shall survive even after the expiration or termination of the same for any cause whatsoever.

14.7. The Purchaser also undertakes not to disclose for publicity purposes news related to the supply covered by the Order Confirmation unless expressly authorized in writing by the Supplier.

15. NOVATIVE EFFECT

15.1. Any relevance of any previous individual agreements between the Parties with reference to what forms the subject matter of the Contract is excluded, which shall be deemed absorbed and exhaustively superseded by the rules of the Contract.

16. TOLERANCE

16.1. Any failure to enforce one or more of the rights provided for in the Contract shall not, however, be construed as a final waiver of such rights and shall not, therefore, prevent the timely and strict performance thereof from being demanded at any other time.

17. PARTIAL INVALIDITY AND INEFFECTIVENESS

17.1. Any invalidity or ineffectiveness of any of the covenants of the Contract shall leave intact the other covenants that are legally and functionally independent, except as provided in Article 1419, first paragraph, of the Civil Code.

18. PROCESSING OF PERSONAL DATA

18.1. The Parties acknowledge and mutually agree that the signing of this Agreement and the performance of the Cloud Services will entail the collection and processing of personal data of the Customer (as well as of related parties, such as attorneys, legal representatives, etc.) by Oversonic for the purposes necessary for the performance of the aforesaid Agreement and in accordance with the Personal Data Protection Legislation and any other applicable legal provisions. Oversonic, as the data controller, undertakes to process such data in accordance with the information issued by Oversonic pursuant to Article 13 of the GDPR and available at <https://oversonicrobotics.com/>.

18.2. In any case, the Parties agree that Oversonic may process on an aggregate basis and subject to anonymization, information to which it will have access due to the Customer's use of the Cloud Services, for statistical research purposes also aimed at improving the services offered through the Contract.

18.3. It is understood that Customer is the data controller under the GDPR with respect to personal data of third parties (the "Third Party Personal Data") that Oversonic will have access to for the provision of the Cloud Services. With respect to such data Oversonic will act as a data controller within the meaning of Article 28 of the GDPR (the "Controller") and the Parties agree to comply with the provisions of the MDPA attached to this Agreement (Exhibit A). If Customer acts, in turn, as a data controller on behalf of a third party data controller, Customer warrants that the third party data controller has authorized the use of Oversonic as a sub-processor (the "Sub-Processor") pursuant to Articles 28 and 29 GDPR.

18.4. With respect to the Personal Data of Third Parties, Customer shall remain fully responsible for the fulfillment vis-à-vis the data subjects of all obligations under the GDPR and the Personal Data Protection Legislation applicable to it as the data controller. Oversonic assumes no liability for the consequences of Customer's failure to comply with its obligations as data controller, other than as a result of and to the extent of any violations committed by Oversonic itself as data controller or violations of the MDPA.

19. COMMUNICATIONS

19.1. All communications to Customer pertaining to the Contract may be made to the email address provided by Customer in the Order Confirmation. It is understood that it will be the care and responsibility of the Customer to notify any changes in relation to the email address identified by the Customer for all communications.

20. LANGUAGE

20.1 These Conditions have been drafted in Italian and may be translated into other languages. In case of interpretation doubts, the Italian version will always prevail.

21. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

21.1. This contract is governed by and shall be construed in accordance with Italian law.

21.2. Where the sale of the Product is made in countries other than Italy, the application to this Contract of the United Nations Convention on Contracts for the International Sale of Goods, adopted in Vienna on April 11, 1980, is expressly excluded.

21.3. All disputes arising out of this deed, including those relating to its formation, interpretation, execution, validity and legal existence, modification or extinction, shall be devolved to the exclusive jurisdiction of the Court of Milan.

22. CONDITIONS FOR EXPORT

22.1. The sale of the Products and their underlying technology may be subject to export controls, under various local laws and regulations, by the various Authorities of each country where it is intended to market such Products. The Buyer is responsible for complying with the laws, regulations and/or directives governing the importation of goods and payment of duties in the country of destination up to the final consumer.

22.2. Seller agrees to provide Buyer with all information and assistance reasonably requested by the other Party in obtaining authorizations, licenses required by local laws for the products to be exported, and to take all timely steps to obtain necessary supporting documentation.

22.3. Unless otherwise agreed in writing with Buyer, the price refers to a supply delivered ex Seller's factory and does not include packaging, VAT, duties, insurance, and generally any tax or financial charges related to the sale and export.

23. MAJOR FORCE.

23.1. The Seller shall not be liable for the case of delay or non-performance of its contractual obligations, if the delay or non-performance is due to causes beyond its control, such as, but not limited to, natural disasters, wars, embargoes, requisitions, supervening legislation, strikes, production stoppages, difficulties in obtaining raw materials and other components essential to the production apparatus, machinery breakdowns, or power outages.

24. CERTIFICATIONS

24.1. Seller's Products are designed and manufactured according to current European standards.

Each Product is also designed and verified to fall within the limits imposed by the relevant European regulations concerning electromagnetic compatibility and safety.

25. CODE OF ETHICS AND ORGANIZATIONAL MODEL OF OVERSONIC

25.1. The Customer declares that he/she is aware of the provisions of Legislative Decree No. 231 of June 8, 2001, and subsequent additions regarding the administrative liability of entities, as well as the rules of the Code of Ethics and Organizational Model adopted by Oversonic srl, available at <https://oversonicrobotics.com/> and undertakes to comply with their contents, insofar as applicable to its business, and to refrain from conduct contrary to them. Failure on the part of the Customer to comply with the obligation assumed under this article, or the incorrectness or truthfulness of the statements contained therein, shall result in a serious breach, in the presence of which Oversonic shall have the right to terminate this Contract pursuant to Article 1456 of the Italian Civil Code.

SECTION II - HARDWARE PART -

26. USE AND MAINTENANCE MANUAL

26.1. The Products will be supplied complete with all technical documentation (User and Maintenance Manual) including:

- a) the complete instructions for the operation and maintenance of the Products;
- b) the certificates in duplicate required by the relevant technical standards and applicable laws.

26.2. The Operation and Maintenance Manual will be sent to the Buyer at the time, in the form and number of copies specified in the Order Confirmation or in the technical specifications attached thereto.

The Operation and Maintenance Manual will be in Italian and/or English. The system of measurement to be used, unless otherwise specified in the Bid, will be the International System.

The format of the Use and Maintenance Manual will be that corresponding to UNI standards.

26.3. The Use and Maintenance Manual, all drawings, documents and technical specifications, illustrations and information relating to the Product(s) delivered and made available to Buyer by Seller shall not be used, unless expressly authorized by Seller, except for the purposes for which they were delivered and, by way of example, for its installation, use and maintenance.

27. INSTALLATION AND POST-INSTALLATION ASSISTANCE

27.1. If provided for in the Order Confirmation, Seller shall arrange for technical personnel to be sent to Buyer's plant for assistance during installation and preparation for start-up of the Products.

The number of personnel, the period of stay and the dates thereof shall be communicated to Buyer with the necessary advance notice.

27.2. The Seller shall provide assistance and take care of routine maintenance of the Product as agreed in the Order Confirmation.

In case of extraordinary maintenance work, generally not included in the Order Confirmation, the terms, conditions and fee that will govern such activities shall be agreed upon in advance between the parties.

27.3. Installation, commissioning, maintenance and repair activities may be performed only by Seller's personnel or by personnel properly instructed and authorized by the

Seller in compliance with all safety regulations. In the event that the Seller is not entrusted with the installation, commissioning, maintenance and repair work, the Seller can in no way guarantee the proper functioning of the Products/Systems supplied.

28. REPAIRS AND REPLACEMENT OF COMPONENTS

28.1. The cost of repairs and replacements of components that are out of warranty (or under warranty but where tampering or misuse by the Buyer has been established) shall be borne by the Buyer. Upon request by Buyer, they will be budgeted by Seller in a specific economic offer.

28.2. All transportation costs to/from the Seller's repair location will be borne by the Buyer.

28.3. Upon approval by the Seller, the Buyer shall make shipping arrangements.

28.4. Parts shipped to Seller, without the necessary approval, will be returned to Buyer at Buyer's expense.

29. DELIVERY, PASSING OF RISK

29.1. Unless otherwise agreed, the passing of risk of perishing and/or spoilage of the Product to Buyer shall be deemed to commence upon delivery of the components to the destination indicated in the Order Confirmation.

29.2. In the case of delivery with commissioning by and at the expense of Seller expressly provided for in the Order Confirmation, delivery shall be deemed to have been made with the commissioning of the Products.

29.3. Delivery terms shall be set by Seller in the Order Confirmation.

29.4. If the Parties do not expressly so provide in the Order Confirmation, the delivery terms shall not be deemed essential for Buyer pursuant to and for the purposes of Article 1457 of the Italian Civil Code.

29.5. If Buyer fails to collect the Product within the delivery terms set forth in the Contract (in the case of transportation at Buyer's Charge) or fails to provide adequate instructions to Seller for delivery, Seller shall be entitled to be reimbursed by Buyer for all expenses incurred in storing the Product.

30. WARRANTIES, LIABILITY

30.1. Seller warrants for a period of twelve (12) months from the date of installation of the Product (if installed) that the Product:

i) is capable of functioning, meets the characteristics and technical specifications attached to the Bid and is suitable for its intended use;

ii) is constructed in compliance with applicable regulations and according to the most modern construction techniques in the relevant product sector;

30.2. In the event of any breach of the above warranties, the Seller shall be obliged to carry out at its own care and expense such repairs and/or replacements as may be agreed with the Buyer, without prejudice to the Buyer's right to avail itself of the remedies provided by law with regard to defects and lack of quality.

30.3. The above warranties shall apply to the replaced and/or repaired parts.

30.4. Buyer shall report defects and/or defect in the Products within 10 (ten) days of discovery.

30.5. Any warranty on the part of the Seller shall automatically lapse the moment that a different use and tampering of the Products by the Buyer with respect to the prescriptions of the Use and Maintenance Manual is found, or the discrepancy, even partial, of the values, characteristics or quantities of the materials handled with respect to the declarations in the Order Confirmation.

30.6. Seller makes no warranty of compatibility of the Product with other electronic equipment or other specific software of Buyer.

30.7 Subject to the mandatory limits of law, Seller's liability to Buyer for direct damages in contract, of any other nature and for any other existing form of compensation and/or by way of indemnity provided by law and/or these Conditions and/or the Contract, shall in no event in the aggregate exceed an amount equal to 100% of the price.

Subject to mandatory statutory limits, Seller shall not be obligated to compensate Buyer for lost profit and/or any indirect and/or mediated damages. In particular, by way of example but not limited to, the Seller shall not be required to indemnify damages relating to loss of turnover, loss of profit, loss of contract, and damages resulting from the lack of functionality of the work performed.

In any event, the Seller shall not indemnify the Buyer for any damages, howsoever due, which the Buyer is called upon to indemnify third parties.

31. COVENANT OF RETENTION OF TITLE

31.1. The sale of the goods covered by the Order Confirmation is implemented with reservation of title, until the agreed price is paid in full, pursuant to and in accordance with Article 1523 of the Italian Civil Code.

Pursuant to Article 1523 of the Civil Code, from the date of delivery are borne by the buyer the risks, dangers and consequences arising from any theft, fire, fortuitous events, damage to persons, property or other, and the same buyer, despite their occurrence, shall comply with the obligations and terms of the agreed payments.

31.2. Failure to pay within the stipulated terms, even of a single installment, shall entitle the Seller to deem this contract terminated as of right.

In such a case, the Seller shall have the right to obtain the immediate return of the goods subject to Order Confirmation and to retain as damages and consideration for use the instalments collected, subject always to compensation for greater damages.

31.3. The Seller, if it does not wish to avail itself of the express termination clause, may cause the Buyer to forfeit the benefit of the term. In such case the Buyer shall immediately pay the full agreed price.

SECTION III - PART RELATIVAL SOFTWARE -.

32. CLOUD SERVICES.

32.1. Under the Contract, upon timely payment of the Consideration, Oversonic will provide to Customer, who accepts, the Cloud Services set forth in the Order Confirmation. The Customer will be able to take advantage of the Cloud Services exclusively through access and use in *Software-as-a-service* (Saas) mode of the relevant Software.

32.2. Upon payment of any Additional Fees specifically set forth in the Order Confirmation or determined pursuant to separate written agreements, Oversonic agrees to provide the Cloud Services set forth in the Order Confirmation also in favor of Subsidiaries. Each Subsidiary will be able to benefit from the Cloud Services exclusively through access and use in Saas mode of the related Software.

32.3. Oversonic reserves the right to make available, in its sole discretion, one or more mobile apps ("*Apps*") for the purpose of enabling Customer to take advantage of certain features of the Software through mobile devices owned or otherwise in Customer's possession. Customer understands and agrees that not all functionality of the Software may be usable through Apps and that the catalog of such functionality may be varied by Oversonic in its sole discretion at any time. Customer acknowledges and agrees that the use of the Apps is fully governed by the terms and conditions set forth in the Agreement, it being understood that the relevant License shall be non-exclusive, non-transferable and temporary in nature.

32.4. Unless otherwise provided in the Order Confirmation, the Apps will be made available at one or more app stores (such as, without limitation, Google Play Store, Apple App Store, Huawei Store) selected at Oversonic's sole discretion. Oversonic will make every reasonable effort to ensure the availability of the Apps on the selected app stores. The Customer, however, acknowledges and accepts that the aforementioned app stores are operated by third parties unrelated and different from Oversonic and that, therefore, at any time and without any prior notice, including for reasons related to the App publication policies on the stores imposed by such third parties and/or otherwise independent of Oversonic's will, the Apps may no longer be available for download from the store or for use by the Customer. Therefore, Customer hereby waives any and all claims against Oversonic in connection with the inability to use and/or download and/or update the Apps. Oversonic assumes no responsibility for any malfunctions, in whole or in part, of the App resulting from the failure of the Customer's mobile device to meet the minimum technical requirements. Such minimum technical requirements will be indicated and made available on the relevant app stores.

33. DURATION

33.1. Without prejudice to what may be and otherwise provided for in the Order Confirmation, the Contract shall remain effective between the Parties until December 31 of the year of signing and shall be deemed automatically renewed upon expiration for successive periods of one year each, unless notice of termination is sent in the technical manner from time to time indicated by Oversonic or, in the absence of different indication, by registered letter with return receipt or PEC, at least 6 (six) months before expiration.

34. EFFECTS OF TERMINATION OF THE CONTRACT AND RETURN

34.1. In the event of termination of the Contract, for any cause whatsoever, Oversonic will immediately and permanently cease to supply the Software and/or Cloud Services to Customer and each Subsidiary.

34.2. Notwithstanding the provisions of Article 8, following the termination of the Contract, for any reason whatsoever, Customer shall be entitled to extract copies of its data, documents and/or content through the functionality of the Software for a period of 60 (sixty) days from the date of termination of the Contract. Alternatively, the return of such data, documents and/or content may be requested by Customer through automated delivery methods to be agreed upon, against payment of specifically provided fees.

34.3. Notwithstanding any other agreement between the Parties, where the Customer and/or any Subsidiaries have not downloaded or requested the return of data, documents and/or content within the term set forth in paragraph 36.2, Oversonic will permanently delete them in compliance with relevant legal obligations.

34.4. In any case, it is understood that the following provisions will survive the termination of the Contract, for whatever cause intervened: 3 (Fees), 5 (Responsibilities and Declarations of the Customer), 7 (Hold Harmless), 13 (Confidentiality), 14 (Intellectual Property), 15 (Novative Effect), 16 (Forbearance), 17, (Invalidity and Partial Ineffectiveness), 19 (Notices), 21 (Applicable Law and Exclusive Jurisdiction) and 25 (Code of Ethics and Organizational Model)

34.5. The Customer understands and expressly accepts the indissoluble link between the Hardware and the Software, given the nature and characteristics of RoBee.

In light of this evidence, Customer expressly agrees that only with an active Cloud Services contract will it be possible to operate the Product.

35. ACCESS CREDENTIALS.

35.1. Customer and/or each User and/or each Subsidiary will be able to use the Software and enjoy the activated Cloud Services through the Access Credentials that will be provided by Oversonic.

35.2. Customer understands that knowledge of the Access Credentials by third parties would allow such third parties unauthorized use of the Software, unauthorized enjoyment of the Cloud Services and access to any information stored therein. In any event, Customer will be held solely responsible for any use, authorized or unauthorized, of the Software using the Access Credentials.

35.3. Customer shall keep and cause each User and/or Subsidiary to keep the Access Credentials in the strictest confidence and with the utmost diligence, obligating itself not to give them or allow their use to third parties not expressly authorized.

35.4. In no event shall Oversonic be held liable for any direct and/or indirect damage that may be caused to the Customer, each User and/or third parties as a result of the failure of the Customer and/or each User to comply with the provisions of this article.

36. ASSISTANCE

36.1. Upon timely payment of the Fees, Oversonic agrees to make available to the Customer a service of Assistance with respect to the Software in accordance with the timing and manner set forth in the Order Confirmation.

36.2. Customer acknowledges and agrees that the Support service will be provided exclusively remotely, any direct intervention on Customer's and/or Subsidiaries' computer systems being expressly excluded.

37. UPDATES AND MAINTENANCE

37.1. Customer acknowledges and agrees that, where deemed necessary or mandated by applicable law at the time, Updates and Developments may: (i) result in the modification or elimination of certain functionality of the Software; or (ii) consist of replacements or migrations (even partial) of the Software and related Cloud Services.

37.2. Customer releases Oversonic from any and all liability related to any damages resulting from interruption of service essential to implement the potential Updates and Developments, unless such damages result from Oversonic's willful misconduct or gross negligence.

37.3. Oversonic will make every reasonable effort to ensure maximum availability of the Software. Customer, however, acknowledges and agrees that Oversonic may suspend and/or discontinue delivery of the Software, upon written notice to Customer, if routine or extraordinary maintenance work is required on the Data Center and/or Cloud Infrastructure and/or Software. In such cases, Oversonic will endeavor to restore the availability of the Software as soon as possible.

38. EXCLUSIONS OF LIABILITY OF OVERSONIC

38.1. Oversonic shall not be liable for any damages, direct or indirect, of any nature or magnitude whatsoever, arising to Customer and/or each User and/or Subsidiaries and/or third parties as a result of the use of the Cloud Services, Software and/or Updates and Developments in a manner inconsistent with the provisions of the Agreement and/or applicable laws.

38.2. Oversonic shall in no way be liable for any malfunctions and/or failure to use the Cloud Services, Software and/or Updates and Developments that result from inadequate Connectivity with respect to the relevant technical characteristics.

38.3. In no event shall Oversonic be held liable for any damages or losses, of whatever nature or magnitude, resulting from the processing carried out by the Customer and/or each User and/or Subsidiary through the Cloud Services, Software and/or Updates and Developments, the Customer and/or User and/or Subsidiary being in any case required to verify the correctness of such processing.

38.4. Unless this is necessary to comply with legal provisions and/or requests of judicial authorities, Oversonic is under no obligation whatsoever to verify the data and content entered by the Customer and/or each User and/or each Subsidiary in the Cloud Infrastructure through the Cloud Services and, therefore, cannot in any way be held liable for damages and/or losses, direct or indirect and of any nature whatsoever, resulting from errors and/or omissions of such data or related to their nature and/or

characteristics.

38.5. Except in the case of willful misconduct or gross negligence, Oversonic's liability shall never exceed the amount of the Fees paid by the Customer under this Contract in the year in which the event from which Oversonic's liability arises occurred. Oversonic shall not be liable for any loss of profit, lost profits or consequential damages, loss of or damage to data, factory downtime, loss of business opportunities or other benefits, payment of penalties, delays or other liabilities of Customer and/or Subsidiaries to third parties.