GENERAL TERMS AND CONDITIONS OF SUPPLY
ATON S.P.A. BENEFIT COMPANY

Version 2.0 (Issued on January 1, 2026)

1. Scope

These general terms and conditions of supply ("**GTC**") apply to all supply relationships for products such as hardware, software licenses ("**Products**"), and/or services such as, by way of example, SaaS licenses, software development and customization, Help Desk services, etc. ("**Services**"), entered into between Aton S.p.A. Benefit Corporation ("**Aton**") and the customer ("**Customer**"), as described in the offer ("**Offer**") and in any attachments sent by Aton to the Customer and which, together, constitute the contract ("**Contract**"). Aton and the Customer are also individually referred to as "**Party**" and collectively as "**Parties**."

The GTC exclude the application of any general terms and conditions or contractual documents of the Customer, unless otherwise agreed in writing between the Parties. The Contract shall be deemed concluded when the offer and related attachments sent to the Customer are duly signed by both Parties. In the event of a conflict between the contractual documents, the Offer and related attachments shall prevail over the GTC. The Offer and/or its annexes may contain additional contractual conditions ("**Special Conditions**"), which shall prevail over the GTC in the event of a conflict. The GTC may be amended in the future and will be published on the Aton website with the date of update. The version of the GTC applied to the Customer shall be those accepted by the latter by signing the Offer.

The Products and Services will be sized based on the information provided by the Customer, who therefore remains solely responsible for the accuracy of the information and, therefore, for the choice of Products and Services purchased.

2. Price, payment, and express termination clause

The consideration for the supply of Products and/or Services is indicated in the Offer and/or in the related annexes and must be paid by the Customer within the times and in the manner specified therein. In the event of late payment with respect to the terms indicated in the Offer, the Customer shall in any case be required to pay interest on the amounts due as provided for by Italian Legislative Decree 231/2002 and subsequent amendments from the first day following the agreed due date. In the event of a delay of more than 30 days (even if only for part of the amounts due) from the invoice due date, Aton shall have the right to immediately suspend the provision of the Services and/or the supply of the Products (including software licenses, etc.) without prior notice and to immediately terminate the Contract pursuant to Article 1456 of the Italian Civil Code, notifying the Customer via certified email or registered letter with return receipt.

If the Customer agrees to use financing and/or leasing as a method of payment, it shall be the responsibility and burden of the Customer to take action and make arrangements to obtain such forms of credit.

If, at least 30 days before the deadline specified in the order confirmation for the delivery of the Services/Products, the above-mentioned financing procedures have not yet been completed, Aton may claim payment for the supply directly from the Customer. If the Customer fails to pay the amount due, Aton may immediately terminate the Contract pursuant to Article 1456, notifying the Customer thereof.

The fees agreed for the Services and Products shall be subject to automatic annual revaluation based on the percentage increase in the ISTAT index, up to the maximum extent permitted by law.

The revaluation shall be applied from the second year following the date of signing the Contract, without the need for prior notice, and shall be deemed accepted by the Customer with the continuation of the contractual relationship.

In the event of price changes due to modifications/updates to international regulations beyond Aton's control, Aton will promptly notify the Customer of the price changes, without prejudice to the Customer's right to withdraw from the Contract in writing within 15 days of notification by Aton.

3. Execution times and retention of title

The execution times for the supply of Services and/or Products indicated in the Offer or its annexes are indicative and non-binding and, therefore, under no circumstances may they be considered essential terms of the Contract. Unless otherwise specified in the Offer or its annexes, the delivery of the Products will be EX WORKS (Incoterms 2020).

The Customer shall acquire ownership of the Products sold by Aton only after payment of the full amount due for the sale pursuant to Article 1523 of the Italian Civil Code.

4. Personnel and subcontracting

In performing the assignment received, Aton shall employ personnel with technical expertise appropriate to the performance of the services requested. The choice of such personnel is the sole responsibility of Aton. The Customer authorizes Aton to subcontract to third parties the performance of the activities covered by the assignment received, without prejudice to Aton's liability to the Customer for the work of the subcontractor.

5. Workplace safety

If the Services are provided by Aton at the Customer's premises, the Customer undertakes to provide Aton's personnel, before the start of the performance of the service, with all necessary and useful information regarding any risks and compliance with workplace safety regulations.

6. Intellectual property rights

Unless otherwise specifically agreed in writing between the Parties, all property rights to the software or parts thereof and to the Services developed by Aton and any customizations and/or personalizations thereof shall belong to Aton, which shall grant the Customer a non-exclusive, non-transferable license to use them for the duration indicated in the Offer. The source codes of the software developed by Aton are the exclusive property of Aton and the Customer shall not have access to them, unless otherwise agreed in writing between the Parties. The Customer may not allow third parties to use such software, even partially, or transfer the license under any circumstances, including in the event of a transfer of the company or a branch of the company, without the prior written authorization of Aton. The conditions of use of third-party software are specified in the Offer or, in the absence thereof, will be subject to the general license conditions of the relevant licensor.

Aton declares that it is the owner of the software indicated in the Offer and/or its annexes developed by it and shall hold the Customer harmless and indemnify it in the event of claims by third parties regarding alleged violations of intellectual property rights relating to the aforementioned software.

7. Processing of personal data

If, in the course of providing Services and/or Products, Aton gains access to personal data for which the Customer is the data controller, the Parties undertake to enter into a legal agreement appointing Aton as Data Processor pursuant to Article 28(3) of the GDPR. If personal data relating to Aton employees is communicated to the Customer, the latter undertakes to process it in compliance with the GDPR and exclusively for contractual or pre-contractual purposes, for the time strictly necessary.

8. Solve et repete clause

The Parties expressly agree that in the event of a dispute over any of the obligations agreed upon in this Agreement, the Customer may not raise objections in order to avoid or delay payment of the consideration to Aton.

9. Guarantees

Aton provides the following warranties:

- for new hardware Products, 12 months from delivery; for used hardware Products, 3 months from delivery; in the case of maintenance services on the Customer's hardware Products, 3 months from the date of maintenance by Aton;
- for the elimination of software malfunctions, 12 months from installation;
- 12 months from delivery of customized software;
- additional or different warranties may be specified in the Special Conditions of the Offer.

10. Service reports ("Reports")

In the case of final billing, based on the activities actually provided, Aton, if specified in the Offer, will make timely Reports available to the Customer indicating the hours of work (which may be carried out either on-site or remotely). If the Customer does not send Aton any written comments within 8 days of the availability of the aforementioned reports, such Reports shall be deemed to have been approved by the Customer even in the absence of a specific signature.

11. Acceptance of the software

Unless otherwise agreed in the Offer and/or its annexes, within a maximum period of 15 (fifteen) days from the date of installation and/or activation of the software, in the absence of substantial, specific, and documented written comments, the software shall be deemed to have been tacitly and definitively accepted. The conditions of acceptance of the supply require that the software satisfies the test cases defined in the Offer and/or its annexes and specifically that:

1) all tests have been completed with a success rate of 90% of the tests performed (ref. **ISO/IEC 25040**);
2) the tests not completed successfully (up to a maximum of 10% of the tests performed) do not present any blocking or serious anomalies for the application for which no workarounds are available for the module or functionality being tested.

The installation is considered complete and accepted when the solution meets the conditions of supply, i.e., it complies with the characteristics indicated in the Offer and/or its annexes.

12. Responsibility and SLA

Aton undertakes to provide the Services and supply the Products with due professional diligence and with suitably qualified personnel. The Customer acknowledges that the Services and Products provided by Aton are subject to rapid technological change and that, therefore, Aton cannot guarantee that they will be error-free and may be subject to updates and improvements. The Customer acknowledges that the Services and/or Products offered by Aton covered by the Contract are necessarily also dependent on the proper functioning of third-party services and products such as connectivity providers and Cloud Computing service providers, etc.. Aton has no control over such third-party products and services and therefore cannot be held responsible for any malfunctions thereof. Under no circumstances shall Aton be held responsible for:

1. bugs in third-party hardware or software;
2. loss/damage/alteration of Customer data. It should be noted that the obligation to perform regular and constant backups and *disaster recovery* of data always rests with the Customer, unless these are included in the Services/Products purchased;
3. interruptions in the Customer's Internet connectivity;
4. power outages, electrical discharges, atmospheric phenomena
, floods, fires, and force majeure in general.
5. actions of third parties beyond Aton's control.

The Parties agree that in the performance of the supply of Products and/or Services, Aton shall not be liable for minor negligence. In any case, except for wilful misconduct or gross negligence, and without prejudice to the mandatory limits of applicable law, Aton's liability for any damages suffered by the Customer in the performance of the Contract shall be limited to an amount not exceeding 50% of the annual fee paid by the Customer for each individual contract for the supply of Products or Services in relation to which the dispute has arisen.

The Service Levels ("SLAs") are indicated in the Offer or its annexes (e.g., availability of a SaaS service, or help desk/maintenance response times) and are calculated on an annual basis. In the event of failure to meet the SLAs, the Customer shall be entitled to a credit calculated in accordance with the procedures set out in the aforementioned annexes. In addition to this credit, no further compensation for damages shall be due to the Customer for failure to meet the SLAs.

13. Databases

The databases created as a result of the service and/or supply covered by the Contract shall be considered the property of the Customer.

Aton is authorized to access the databases exclusively for the purpose of performing the services referred to in the Contract and is therefore prohibited from using them for any other purpose.

It is understood that Aton shall not be liable in any way in relation to the data entered and contained in the Customer's databases.

Except in the case of software provided in Software as a Service mode, data backup is the responsibility of the Customer, and the Supplier is therefore released from any liability in this regard (e.g., loss of data, alteration of data, etc.). At the end of the Contract, within 30 days of a written request from the Customer, Aton may extract the data contained in the databases (copy of the Database) and transmit it to the Customer. If the aforementioned 30 days elapse without any request from the Customer, Aton is authorized to delete all data.

14. AI Information

Pursuant to Regulation (EU) 2024/1689 ("AI Act"), *Artificial Intelligence (AI)* means any machine-based system that, with varying levels of autonomy, processes input to generate output such as content, predictions, recommendations, or decisions.

Software Information

The software provided may integrate AI components developed and/or integrated by Aton.

Details of how the AI components integrated into the software provided work are set out in the technical annexes to the Offer.

The outputs are generated on the basis of data and statistical models and may not always be accurate or free from bias.

The software **does not qualify as a high-risk AI system** within the meaning of Article 6 of the AI Act (unless otherwise specified in the Technical Specifications).

If content is generated that could appear to have been created by humans, it is marked in accordance with Article 52 of the AI Act.

Any personal data processed is handled in compliance with the GDPR and applicable regulations.

Use of AI in the Supplier's services

For development, support, and maintenance, Aton may use third-party AI tools, ensuring compliance with data protection regulations, intellectual property rights, and the transparency and security requirements of the AI Act.

Responsibility

AI outputs are probabilistic in nature: the Customer shall assess their suitability for their own purposes. The Supplier is only responsible for the compliance of the Software and its services with applicable legal obligations, excluding liability for improper or non-compliant use by the Customer.

Regulatory updates
Aton undertakes to update this policy and technical documentation in the event of legislative or regulatory changes relating to AI.

15. Use of the trademark and informational material
The Customer expressly authorizes Aton to reproduce, publish, distribute, and/or translate, for marketing purposes on Aton's website and social networks, in the video repository, in commercial presentations, in Aton's customer lists, and other marketing material: 1. all testimonials (written or recorded) and/or case studies concerning the use of the Services or Products provided by Aton; 2. the Customer's company name and logo to identify it as an Aton customer. The above authorization is granted free of charge and for an unlimited period of time , unless the Customer decides to revoke it by written notice to Aton.

16. Organizational Model and Code of Ethics pursuant to Legislative Decree 231/2001

The Customer declares that they have fully understood and accept in full the Organization, Management, and Control Model adopted by Aton S.p.A. SB pursuant to Articles 6 and 7 of Italian Legislative Decree No. 231 of June 8, 2001, as well as the related Company Code of Ethics, excerpts of which are published and constantly updated on the Aton.com website. The Customer irrevocably undertakes to comply with the principles, procedures, and requirements contained in the aforementioned documents throughout the entire duration of the contractual relationship, ensuring compliance with the provisions on the prevention of crimes giving rise to administrative liability of entities, internal control protocols, and the fundamental ethical values that inspire Aton's business activities. In the event of a proven violation, even partial, of the above compliance obligations, failure to comply with the control procedures provided for in the Organizational Model, or conduct contrary to the principles of the Code of Ethics, Aton shall have the right to terminate the contract by operation of law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by simple written notice.

17. Exclusive Jurisdiction
These GTC, the Contract, and any contracts that the Parties may enter into in the future are governed by Italian law.
All disputes relating to or in any way connected with these GTC, the Contract or future contracts shall be subject to the exclusive jurisdiction of the Court of Treviso (Italy).

Pursuant to and for the purposes of Articles 1341 et seq. of the Italian Civil Code, the Customer declares that they have read and accept the General Terms and Conditions of Supply of Aton S.p.A. (rev. 2.0), available at www.aton.com/gtc.pdf , and expressly accept the following clauses: Article 2 Price, payment, and express termination clause; Art. 3 Terms of execution and retention of title, Art. 6. Intellectual Property Rights; Art. 8 Solve et repete clause; Art. 9 Guarantees, Art. 10 Service Reports; Art. 11 Acceptance of the software, Art. 12 Liability and SLA; Art. 13 Databases; Art. 17 Exclusive Jurisdiction.