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## EULA (End User Licence Agreement)

### GENERAL TERMS AND CONDITIONS OF USE FOR SOFTWARE PRODUCTS AND UPDATE, SUPPORT AND MAINTENANCE SERVICES

These general terms and conditions (hereinafter referred to as the "General **Terms** and Conditions") govern the terms and conditions of the software licence granted to the customer (the "Customer") by the Licensor, as defined below, as well as the provision to the Customer of the related update, support and maintenance services described in Annex A (the "Services"). "**Licensor**" means, alternatively, one of the following entities:

- (i) K-SPORT S.p.A., with registered office in Pesaro (PU - Via Annibale Mengoli 23 – 61122 Pesaro (PU) Italy - VAT 02758950410 ("K-SPORT"); or
- (ii) the company belonging to the group headed by K-SPORT and indicated in the Order; or
- (iii) the official K-SPORT distributor indicated in the Order.

K-SPORT, the companies belonging to the group headed by K-SPORT and the official K-SPORT distributors are hereinafter jointly referred to as the "**K-SPORT Commercial Network**".

#### INTRODUCTION

##### **Contractual documents and effectiveness**

The overall contractual terms governing the software licence granted to the Customer and the provision of the Services are contained in these General Terms and Conditions, as well as in the order forms signed or completed and accepted online by the Customer from time to time, which contain the specific terms and conditions of the contract (the "Orders"). The General Terms and Conditions, the Orders and any Supplementary Terms and Conditions, as defined below, are hereinafter collectively referred to as the "**Contract**". In the event of any discrepancy between the provisions of the General Terms and Conditions and those contained in the Orders signed from time to time by the Customer and accepted by the Licensor (even if prior to the date of acceptance of these General Terms and Conditions), the provisions contained in the Orders shall prevail.

Without prejudice to the above, these General Terms and Conditions amend any general terms and conditions that may already apply to the Customer with regard to the subject matter of the Agreement.

No Order shall be considered binding on the Licensor until it has been accepted by written confirmation or commencement of performance by the Licensor.

Any different or additional terms or conditions proposed by the Customer, including through pre-printed forms or in any other form, or in any case referred to by the Customer in its documents, shall have no effect on the Licensor unless expressly accepted by the Licensor in writing.

##### **Scope of application and declarations by the Customer**

These General Terms and Conditions apply to each of the software programmes indicated in each individual Order (the "Software"), including any storage media on which the latter have been received. These General Terms and Conditions also apply to all updates, supplements, adaptations, developments, improvements, customisations and modifications in general made to the Software, including in the context of the provision of the Services, by the Licensor (hereinafter collectively referred to as "**Updates and Developments**"), unless these are accompanied by separate contractual terms and **conditions** (the "Supplementary **Terms** and Conditions") (in which case, and unless otherwise agreed in writing between the Licensor and the Customer, the provisions of the Supplementary Terms and Conditions shall prevail over those of these General Terms and Conditions, while the provisions

contained in the Orders shall prevail over both the General Terms and Conditions and the Supplementary Terms and Conditions).

By accepting these General Terms and Conditions, **the Customer declares that:** (i) they have all the rights and powers necessary to conclude and fully and effectively execute the Contract; and (ii) **wish to use the Software (and any Updates and Developments) in the course of their business, craft, trade or profession, and that, therefore, the provisions of Legislative Decree 206/2005 on consumer protection do not apply to them;** (iii) being aware and accepting that the terms and conditions of the Agreement (including, but not limited to, the time and usage limits applicable to the Licence, as defined below) prevail over any financing and/or *leasing* agreements entered into between the Customer and third parties other than those belonging to the K-SPORT Commercial Network.

## 1 LICENCE OF USE

- 1.1 The Licensor grants the Customer a licence to use the Software and related documentation under the terms and conditions set out in the Agreement, which the Customer accepts.
- 1.2 The Software is licensed for (i) a single instance and a single database for each product indicated in the Order (therefore, the Customer may install a copy of the Software and use it on a single database) and (ii) a single multi-user system, in compliance with the maximum number of users indicated in the Order. Any requests for additional instances or databases for the same customer (e.g., testing, production, or development) will require the purchase of additional licences.
- 1.3 The Customer may not separate the components of the Software and install them on different devices unless expressly indicated in the technical documentation (e.g. circulars) relating to the Software.
- 1.4 The licence granted under the Agreement (the "Licence") is (i) non-exclusive, (ii) subject to a fee, (iii) revocable, (iv) non-sublicensable, non-assignable or otherwise transferable to third parties for any reason without the prior written consent of the Licensor, (v) valid only for the duration of the Agreement or the shorter duration indicated therein, and (vi) limited to the uses indicated therein for lawful purposes within the scope of the Customer's professional activity. The Customer acknowledges and agrees that no further licences are granted or assigned except as expressly stated and that in no event shall the Agreement be construed or interpreted as granting or conferring any express or implied licence or right of use.
- 1.5 The Customer acknowledges that they must equip themselves with the hardware, software, telephone and/or network services and anything else necessary in order to use the Software and enjoy the Services. The Customer shall be required to verify the suitability of its hardware, software and network systems for the use of the Software and the Services (including Updates and Developments) and hereby waives any claim against the Licensor and other parties belonging to the K-SPORT Network in relation to the failure or incorrect functioning of the Software or the failure or incorrect provision of the Services resulting from the unsuitability of their hardware, software and/or network systems.
- 1.6 The Software covered by the Contract and the instructions for its installation and configuration are made available for download on the specific portal that will be indicated to the Customer, which the latter can access after creating the appropriate credentials.
- 1.7 The Customer acknowledges and accepts that the Software (and Updates and Developments) are highly complex from a technical point of view and that, consequently, their installation and configuration requires qualified technical support. If the Customer installs and configures the Software (and related Updates and Developments) using technicians other than those of the Licensor or an official K-SPORT

system integrator, the Customer acknowledges and accepts that the Licensor (and in any case K-SPORT) shall in no event be held liable for any malfunction, blockage, error and/or IT security problem of the Software or Updates and Developments that may arise from the installation or configuration of the same not carried out in accordance with the relevant instructions. error and/or IT security problem with the Software or Updates and Developments that may arise from the installation or configuration of the same not being carried out in accordance with the relevant instructions. Therefore, the Customer hereby waives any claim against the Licensor (and in any case K-SPORT) with reference to the above, undertaking to hold the latter harmless and indemnified from any related damage, expense, liability, cost and/or negative consequence that may arise.

- 1.8 Through a specific feature of the Software, where provided, the Customer may create and assign secondary accounts (the **"Secondary Accounts"**) for the purpose of allowing natural or legal persons who are customers of the Customer (the **"Secondary Users"**) to use specific and limited features of the Software and/or to consult the documents processed by the Customer on behalf of the Secondary User in the context of using the Software with levels of privilege determined from time to time by the Customer itself, all in accordance with the provisions established by K-SPORT at its discretion. The Customer acknowledges and accepts that the aforementioned functionality for activating Secondary Users may not be available for all Software covered by the Contract. In the event of activation of Secondary Users, the Licensor undertakes to provide Secondary Users with the available Software features and the Customer undertakes, also pursuant to Article 1381 of the Italian Civil Code, to ensure that each Secondary User uses the Software in compliance with the General Terms and Conditions and the intellectual and/or industrial property rights of K-SPORT or third parties.

## 2 MANDATORY ACTIVATION

- 2.1 Use of the Software is subject to its activation by the Licensor, who will provide access credentials to the licensee.

## 3 VALIDATION

- 3.1 The Customer acknowledges that the Licensor and, in any case, K-SPORT may, during the term of the Contract and without prior notice, carry out checks on the valid activation of the Licence and Services or on the compliance of their use with the provisions of the Contract. Such checks may also be carried out with the aid of computer programmes (e.g. by automatically sending the Licensor the licence identification data and information necessary to validate them on the user's systems).
- 3.2 The Customer expressly authorises the Licensor and, in any case, K-SPORT to use, for validation purposes, the information collected during the verification activities referred to in Article 3.1 above.
- 3.3 If the Software has not been validly activated, is not original, is counterfeit or is not used in accordance with the Contract, or if the Customer does not have a valid licence, the Licensor may, without prior notice, inhibit the use of the Software and interrupt the provision of the Services.

## 4 UPDATES AND DEVELOPMENTS

- 4.1 Updates and Developments and the related user licences shall be provided by the Licensor to the Customer as part of the provision of the Services and only with reference to the Software licensed under the Contract.
- 4.2 All contractual provisions relating to the Software shall apply to Updates and Developments, insofar as they are compatible.
- 4.3 The Customer acknowledges and accepts that, where deemed appropriate at the sole discretion of K-SPORT or, if different, the owner of the intellectual and/or industrial property rights to the Software,

Updates and Developments may result in the modification or elimination of certain features of the Software or may consist of replacements or migrations (including partial ones) of the Software.

## 5 USE OF THE SOFTWARE

- 5.1 The Customer acknowledges and agrees that all industrial and/or intellectual property rights to the Software and related documentation, including economic exploitation rights, in whole or in part, anywhere in the world, are and remain the exclusive property of K-SPORT and/or its predecessors in title (unless otherwise specified in the technical documentation relating to the Software) and, under the Agreement, are not transferred to the Customer in any way. The Software is licensed within the limits, under the conditions and for the duration provided for in the Agreement. Therefore, the Customer may use the Software exclusively in the ways expressly permitted by the Agreement and must comply with any technical limitations in the Software that allow it to be used only in certain ways. In any case, and by way of example and without limitation, the Customer may not:
- (i) circumvent the technical limitations and technological measures present in the Software;
  - (ii) decrypt, decompile or disassemble the Software or perform *reverse engineering* activities;
  - (iii) reproduce, modify, adapt, customise the Software, parts thereof, and/or Updates and Developments, or create derivative works thereof;
  - (iv) make copies of the Software, except as provided for in Article 7 of these General Terms and Conditions or as required by law;
  - (v) publish the Software, including to allow its duplication by third parties;
  - (vi) market the Software and/or Updates and Developments for any reason whatsoever;
  - (vii) use the Software in contravention of the law.
- 5.2 The Customer acknowledges that the Software may contain and/or require the use of so-called open source software and undertakes to comply with the terms and conditions specifically applicable thereto. Where necessary, such conditions shall be made known to the Customer by the Licensor in an appropriate manner.
- 5.3 The Customer acknowledges and accepts that: (i) certain features of some or all of the Software covered by the Orders may only be available through the interfacing and interaction between the Software and certain cloud applications and/or online platforms owned by K-SPORT or third parties, the use of which is subject to specific and separate agreements (the "**Cloud Software**"); and (ii) K-SPORT reserves the right, after informing the Customer and at its sole discretion, to migrate modules and features of one or more Software Products to a *cloud* environment. The Customer therefore acknowledges and accepts that: (a) data, documents and/or information processed and/or handled by the Customer through the use of the Software (the "**Data**") may be migrated, transmitted, processed and/or stored, in whole or in part, on servers owned or otherwise used by K-SPORT and/or other companies belonging to the K-SPORT group (the "**Servers**") for the purposes of using the Software; and (b) with reference to the modules and functionalities of the Software available and/or migrated to the *cloud* environment, the following shall apply.
- 5.4 In the cases referred to in paragraph 5.3 above, without prejudice to the regulations specifically applicable to the use of Cloud Software and the fact that the provisions of the General Terms and Conditions relating to Software shall apply to Cloud Software, where compatible, the parties mutually acknowledge and agree that the following provisions shall also apply:
- (a) The Customer is expressly prohibited from using the Software and/or Cloud Software to store, send, publish, transmit and/or share Data that (i) conflicts with or infringes the intellectual property rights of the

Licensor, K-SPORT and/or third parties; (ii) contains discriminatory, defamatory, libellous or threatening content; (iii) contains pornographic, paedophile, obscene or otherwise contrary to public morality material; (iv) contains viruses, worms, Trojan horses or other elements of contamination or destruction; (v) constitutes spamming, phishing and/or similar activities; (vi) is in any case contrary to applicable laws and/or regulations. In the event of a breach of the above, the Licensor reserves the right to prohibit the Customer from using the Software and/or Cloud Software and/or accessing the Data and to terminate the Contract pursuant to Article 1456 of the Italian Civil Code;

- (b) unless this is necessary to comply with legal provisions and/or requests from judicial authorities, the licensor and/or K-SPORT and/or companies belonging to the K-SPORT group are not required in any way to verify the Data and, therefore, cannot be held liable in any way for damages and/or losses, direct or indirect and of any nature, arising from errors and/or omissions in such Data or related to their nature and/or characteristics;
  - (c) The Licensor and/or K-SPORT also reserve the right to suspend or interrupt access to the Data: (i) for reasons of security and/or confidentiality; (ii) in the event of a breach of legal obligations regarding the use of IT services and the internet; (iii) in the event of problems with the Servers and/or Software and/or Cloud Software that cannot be remedied without suspending access to the Data, in any case after giving written notice to the Customer of the reasons for the suspension and the expected timing of the intervention;
  - (d) In the event of termination of the Contract, for any reason whatsoever, the Customer shall have the right to extract a copy of their Data, documents and/or content using the Software's features 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 the Customer through automated delivery methods to be agreed upon, against payment of fees specifically provided for within the limits granted under EU Regulation 2023/2854, which harmonises access to and use of data generated by connected products and services. Unless otherwise agreed between the parties, if the Customer has not downloaded or requested the return of the Data within the above period, the Licensor and/or K-SPORT and/or the company belonging to the K-SPORT group will permanently delete them in accordance with the relevant legal obligations.
- 5.5 The Licensor reserves the right, at its sole discretion, to make one or more mobile applications ("Apps") available to enable the Customer to use certain features of the Software via mobile devices owned or otherwise available to the Customer. The Customer is aware and accepts that not all features of the Software may be available through the Apps and that the catalogue of such features may be changed by the Licensor at its sole discretion at any time. The Customer acknowledges and accepts that the use of the Apps is fully governed by the terms and conditions set out in the Agreement, it being understood that the relevant Licence for use shall be limited, non-exclusive, non-assignable or otherwise transferable for any reason, revocable and limited to the duration of the Agreement or to the shorter term specified therein.
- 5.6 All intellectual property rights relating to the Apps are and remain the exclusive property of K-SPORT and/or the relevant third-party owners indicated in the Order, in the Supplementary Conditions and/or in the supporting technical documentation.
- 5.7 Unless otherwise specified in the Order, the Apps (where applicable) will also or exclusively be made available on one or more app stores (such as, for example, Google Play Store, Apple App Store, Huawei Store) selected at the sole discretion of the Licensor. The Licensor will make every reasonable effort to ensure the availability of the Apps on the selected app stores. However, the Customer acknowledges and accepts that the aforementioned app stores are managed by third parties unrelated to and different from the



Licensor's and that, therefore, at any time and without prior notice, including for reasons related to the policies for publishing apps on stores imposed by such third parties and/or in any case independent of the Licensor's will, the Apps may no longer be available for download from the store or for use by the Customer. The Customer therefore hereby waives any claim against the Licensor in relation to the inability to use and/or download and/or update the Apps. The Licensor assumes no responsibility for any total or partial malfunctioning of the App resulting from the Customer's mobile device's failure to meet the minimum technical requirements. These minimum technical requirements will be indicated and made available on the relevant app stores.

## 6 FEES, FEE UPDATES AND PAYMENTS

- 6.1 In consideration of the granting of the Licence for the Software and related Updates and Developments for the term referred to in Article 12 below and the provision of the Included Services (as defined in Annex A) the Customer shall pay the Licensor the annual fee indicated in the Order signed by the Customer or determined on the basis of separate agreements between the Customer and the Licensor (the "Fee").
- 6.2 The Customer expressly acknowledges and accepts that all Fees are subject to annual adjustment equal to 100% of the increase in the ISTAT index of service production prices, calculated as the average of the last twelve months.
- 6.3 The Customer acknowledges that the Software and the activities provided by the Licensor under the Contract are, by their nature, subject to constant technological and regulatory developments that require continuous and costly updating and development activities necessary to ensure the functionality of the Software and the correct and complete provision of the Services. In view of the above, the Licensor shall have the right to modify the Fee even to an extent greater than the ISTAT index in accordance with the procedures set out in Article 20 below.
- 6.4 Without prejudice to the provisions of Article 6.3 above, if, during the term of the Agreement, unforeseeable circumstances arise that make the performance of the Licensor's services more burdensome, the Licensor shall have the right to request fair *one-off* compensation from the Customer or a change in the Fee, in accordance with the procedures set out in Article 20 below.
- 6.5 Without prejudice to the provisions of the Order, all fees provided for in this Contract are net of VAT and any other applicable taxes.
- 6.6 Payments shall be made by the Customer within the term expressly indicated in the Order or, in the absence of an express provision in the Order, within 30 days of receipt of the invoice issued by the Licensor. The annual Fee due in relation to the Services and the renewal of the Licence shall be calculated on a pro rata basis in the event of use of the service for only part of the year.
- 6.7 In the event of failure to pay or delayed payment of any sum due under the Contract, the Customer shall automatically forfeit the benefit of the term and the Licensor shall be entitled to apply interest on arrears to the sums due to it in the amount provided for by Legislative Decree 231/2002. In this case, the Licensor shall be entitled to: (i) immediately suspend any service due under the Agreement (and, therefore, also to prohibit the use of the Software and suspend the provision of the Services); and/or (ii) terminate the Agreement early by simple written notice pursuant to Article 1456 of the Italian Civil Code; and/or (iii) also suspend any services due under any other contracts in place with the Customer (including the right to prohibit the use of the software licensed under such contracts and to suspend the provision of any services related thereto), without prejudice to the Licensor's right to withdraw from such other contracts at any time.
- 6.8 Pursuant to Article 1462 of the Italian Civil Code, and also in derogation from the provisions of Article 1460 of the Italian Civil Code, the Customer waives the right to raise any objections or exceptions,

including non-performance, which may have the effect of avoiding or delaying, in whole or in part, the provision of its services.

## **7** PROHIBITION ON TRANSFER AND COPYING

- 7.1 The Customer undertakes not to transfer the Software to third parties for any reason whatsoever, nor to allow third parties to use it for any reason whatsoever, nor to make or allow copies to be made without the written authorisation of the Licensor, even after the expiry of the contractual relationship, recognising that any conduct to the contrary would constitute a breach of the Contract and a violation of the rights of K-SPORT (or any other entity holding the same rights as indicated in the technical documentation, the Order or the Supplementary Conditions) in relation to the Software and related documentation and, more generally, of copyright laws.
- 7.2 In the event of use of the Software in a manner that does not comply with the provisions of Article 7.1 above, the Licensor shall have the right to terminate the Agreement and the Customer shall pay the Licensor, as a penalty and without prejudice to the Licensor's right to obtain compensation for further damages, an amount equal to the fee that the Customer would have had to pay the Licensor for the use of the Software as an annual fee multiplied by three. The Customer acknowledges the fairness of the penalty in light of the Licensor's interest in the use of the Software in accordance with the provisions of Article 7.1 above and, therefore, declares that the aforementioned penalty cannot be reduced pursuant to Article 1384 of the Italian Civil Code.

## **8** BACKUP COPY

- 8.1 If the Customer has acquired the Software on disc or other media, they are authorised to make a backup copy of the media itself. The Customer may use this copy exclusively to reinstall the Software on the Licensed device.
- 8.2 Use of the backup copy is subject to its activation in accordance with the procedures described in Article 2.1 above and the validation procedures described in Article 3.1 above.

## **9** VALIDITY OF THE LICENCE

- 9.1 Proof of the validity of the licence shall be represented by the successful activation and validation of the Licence and Services.

## **10** EXCLUSION OF WARRANTY

- 10.1 The Customer acknowledges and accepts that the Software, including Updates and Developments and related documentation, is provided "as is" and that the Licensor and other parties belonging to the K-SPORT Commercial Network make no representations or warranties, express or implied, that the Software is suitable for the Customer's needs or suitable for specific uses that the Customer intends to make of it, that it is free from errors or that it has functionality not provided for in the technical specifications and related documentation.

## **11** SERVICES

- 11.1 The Licensor undertakes to provide the Customer with the Included Services (as defined in Annex A), the consideration for which shall be deemed to be included in the Fee. Any provision of Excluded Services (as defined in Annex A) shall be agreed upon from time to time and shall be subject to separate remuneration, it being understood that such provision shall also be subject to these General Terms and Conditions.
- 11.2 The provision of the Services shall commence on the date of signing of the relevant Order or, in

any case, upon tion of the request made by the Customer and accepted by the Licensor, and shall have the duration provided for in Article 12 below.

- 11.3 Without prejudice to the provisions of Article 12.5 below with regard to the recovery of stored data, the Customer acknowledges and accepts that in the event of termination of the Services for any reason, the use of the Software may be inhibited and the Licensor will no longer intervene to correct any malfunctions that may have occurred, nor will it make available to the Customer any type of Update and Development or new version of the Software, nor assistance and maintenance services, assuming no responsibility for damages that may arise from such termination.
- 11.4 If, after failing to renew the Services, the Customer wishes to use the update, support or maintenance services again, they must enter into a new contract with the Licensor on terms to be agreed upon from time to time. In any case, the Customer shall bear any additional costs arising from the reactivation of the services.
- 11.5 In the event of a request for technical assistance and for the purposes of better performance of the Services, the Customer shall provide the Licensor with all the information necessary to identify the cause of the report made by the Customer and shall provide the Licensor, where requested, with the assistance of internal staff or other support that may be necessary and remote access to its systems. The Customer agrees to send the Licensor and K-SPORT information relating to the Customer or data from its system to enable the Licensor to perform the Services in the best possible way and K-SPORT to improve its products.
- 11.6 The Services provided by the Licensor shall be based on the Customer's statements regarding the systems and/or programmes used, and the Customer assumes full and exclusive responsibility for such statements. The Customer shall be solely responsible for any compatibility issues between the Software covered by the Agreement and other application software or programmes that are not updated or, in any case, not marketed by the Licensor.
- 11.7 The Customer:
- (i) declares that it is aware that assistance and maintenance interventions may pose a high degree of risk to the functioning of the Software or to the integrity of data and/or information and/or content entered and/or processed by the Customer through the Software;
  - (ii) shall remain solely responsible, with the exception of the security measures that the Licensee undertakes to adopt in the MDPA referred to in Article 18 below, for the adequate protection of its system and all data and information contained therein, even in the event of remote access by the Licensor or technicians appointed by the Licensor (by way of example, the Customer shall be solely responsible for the choice and implementation of procedures relating to security, encryption, use and transmission of data – including personal data – and the backup and recovery of stored data);
  - (iii) undertakes, now and in the future, to make a complete backup copy of the data and information entered or processed by the Customer through the Software before the intervention is carried out.
- 11.8 The Customer acknowledges and accepts that the Licensor may entrust all or part of the provision of the Services to third parties identified by the Licensor itself.

## 12 DURATION, WITHDRAWAL AND TERMINATION

- 12.1 The Agreement, and the licence to use the Software contained herein, shall be valid and effective until 31 December of the year in which the Agreement is signed and shall be automatically renewed upon expiry for successive periods of one year, unless one of the parties notifies the other party of its termination in accordance with the technical procedures indicated by K-SPORT from time to time



or, in the absence of any other indication, by registered letter with return receipt and/or certified email, at least 6 (six) months before the expiry date. Therefore, in the event of failure to give timely notice of termination, the Software Licence and related Updates and Developments and the provision of Services shall be automatically renewed for successive periods of one year. Conversely, in the event of termination, the Software Licence and related Updates and Developments and the Licensor's obligation to provide the Services shall cease to be effective.

- 12.2 The Licensor alone may terminate the Agreement early in the following cases: (i) at any time, with 6 months' written notice to the Customer; (ii) by simple written notice with immediate effect, if the Customer becomes insolvent (iii) by simple written notice with immediate effect in the event of breach of any of the obligations assumed by the Customer in any additional contracts entered into between the Customer and the Licensor (or any company of the K-SPORT group or an official K-SPORT distributor), the breach of which constitutes grounds for termination of such additional contracts. This is without prejudice to the Licensor's right to obtain compensation for all damages suffered.
- 12.3 Without prejudice to the other cases of termination provided for in the Contract (such as, by way of example, clauses 6.7 (Failure to pay and late payment), 7.2 (Prohibition on Transfer and Copying), 16.1 (Prohibition on Reversal)), the Licensor may terminate the Agreement with immediate effect by sending a simple written notice to that effect to the Customer in the event of the Customer's failure to comply with even one of the obligations incumbent upon it contained in the following clauses: 1.2 (Software licence limits for a single database or multi-user system), 1.3 (Prohibition on separating Software components and installing them on different devices), 1.4 (Prohibition on sub-licensing, transfer and use by third parties), 1.5 (Conditions for sub-licensing to Subsidiaries), 3.3. (Use of counterfeit Software), 5 (Limits on use of the Software), 8.1 (Limits on use of backup copies), 15 (Intellectual property rights), 17 (Confidentiality), without prejudice to the Licensor's right to obtain compensation for all damages suffered.
- 12.4 Without prejudice to the Customer's obligation to pay the Licensor the Fee referred to in Article 6, K-SPORT reserves the right at any time to prohibit the Customer and/or each Subsidiary from using the Software and related Updates and Developments and to discontinue the provision of Services to the Customer and/or each Subsidiary in the event of (i) breach by the Customer and/or each Subsidiary of any of the obligations referred to in paragraphs 12.3 and 6.7 above; (ii) breach by the Customer of any of the obligations assumed in any additional contracts entered into between the Customer and the Licensor (or any company of the K-SPORT group or an official K-SPORT distributor), the breach of which constitutes grounds for termination of such additional contracts. In such cases, the Licensor shall notify the Customer of its intention to prohibit the use of the Software and to interrupt the provision of the Services, inviting the Customer, where possible, to remedy the breach within a specified period. The Customer shall in any case remain obliged to pay the amounts due even in the event of prohibition of use of the Software and related Updates and Developments and interruption in the provision of the Services.
- 12.5 Upon expiry of the Contract or in the event of its termination for any reason, the Licensor shall cease to provide all Services provided under the Contract (including the provision of Updates and Developments) and the use of the Software and related Updates and Developments shall be prohibited to the Customer, with the sole exception of the functionality for recovering stored data, which shall remain enabled for a period of 90 days from the date of termination of the Contract.

### 13 LIMITATION OF LIABILITY

- 13.1 The Customer acknowledges that, except in cases of wilful misconduct or gross negligence, the Licensor and, to the extent necessary, and other entities belonging to the K-SPORT Commercial Network shall in no event be held liable for any damage incurred by the Customer or third parties as a result of the use

or non-use of the Software, as the Customer is required in all cases to verify the accuracy of the processing performed using the Software.

- 13.2 In any case, except in cases of wilful misconduct or gross negligence, the Licensor's liability, for any reason whatsoever, shall never exceed the amount of fees paid by the Customer under the Contract in the year in which the event giving rise to the Licensor's liability occurred.

#### 14 COMPENSABLE DAMAGE

- 14.1 Except in cases of wilful misconduct or gross negligence, the Licensor and, to the extent possible, other parties belonging to the K-SPORT Commercial Network shall not be held liable for any damages resulting from loss of profits, loss of earnings or indirect damages, loss or damage to data, factory downtime, loss of commercial opportunities or other benefits, payment of penalties, delays or other liabilities of the Customer to third parties arising, in whole or in part, from the use or non-use of the Software.
- 14.2 The Licensor and, to the extent necessary, other parties belonging to the K-SPORT Commercial Network, without prejudice to the mandatory limits of the law, shall in no case be held liable for any damage (direct or indirect), cost, loss and/or expense that the Customer and/or third parties may suffer as a result of cyber attacks, hacking and, in general, abusive and unauthorised access by third parties to the computer systems of the Customer and/or the Licensor and/or K-SPORT (including, but not limited to, the Servers), which may result, without limitation, in the following consequences: (i) total or partial failure to use the Software, (ii) loss of data owned by or otherwise available to the Customer (including Data), and (iii) damage to hardware and/or software systems owned by or otherwise used by the Customer.

#### 15 INTELLECTUAL PROPERTY RIGHTS – DATA PORTABILITY

- 15.1 All industrial and/or intellectual property rights, including the related economic exploitation rights, in the Software (including, but not limited to, object codes, source codes and interfaces), as well as on the related preparatory work, related documentation, Updates and Developments and derivative works, are and remain, in whole and in part and anywhere in the world, the exclusive property of K-SPORT (or any other entity that owns the rights to the Software as indicated in the technical documentation, the Order or the Supplementary Conditions).
- 15.2 K-SPORT (or any other entity indicated in the technical documentation, Order or Supplementary Conditions) also retains all rights to trademarks, logos, names and other distinctive signs associated with the Software, with the consequence that the Customer may not use them in any way without the prior written authorisation of K-SPORT (or any other entity that owns the rights to the Software as indicated in the technical documentation, the Order or the Supplementary Conditions).
- 15.3 The Customer declares and acknowledges that, from the outset of the contractual relationship, it is familiar with the Software and Services offered by K-Sport and their use, and guarantees that it has all rights to use them as intended during the term of the Contract, undertaking to use them exclusively in relation to data that it has the right to process, to obtain any relevant rights and licences that may be necessary from third parties and, in any case, not to make any use of them in violation of third-party rights or legal provisions.
- 15.4 The Customer shall be entitled to the portability of its Data pursuant to EU Regulation 2023/2854, which harmonises access to and use of data generated by connected products and services ("Data Act") provided that (i) such Data is readily available to the Licensor pursuant to Article 2(17) of the Data Act, and (ii) the Customer is entitled to receive it pursuant to the Data Act. It is understood that the Licensor shall not be required to share or otherwise make available any data or metadata protected by intellectual property rights belonging to itself or third parties, including companies belonging to the K-Sport Group, nor any data relating to the integrity and security of the Software or Services or any other data whose export could expose the

Licensee or its affiliates to cybersecurity vulnerabilities. The Customer acknowledges that this clause does not impose any additional obligations on the Licensor beyond those expressly set out elsewhere in the Agreement, including, but not limited to, obligations to store, collect, retrieve or otherwise process Data; to develop new technologies or services; or to infringe the rights of third parties, including the rights of its affiliates.

#### 16 PROHIBITION ON DIVERSION

- 16.1 During the term of the Contract and for a period of one year following the termination of the contractual relationship, the Customer undertakes not to hire or solicit the hiring of, or establish any form of collaboration, including consultancy, with any employee or collaborator of the Licensor or the K-SPORT Commercial Network.
- 16.2 In the event of a breach of the provisions of the preceding paragraph, the Licensor shall be entitled to terminate the Agreement by simple written notice. The Customer shall also be required to pay the Licensor, as a penalty, a sum equal to 200% of the last gross annual salary of the employee/collaborator, without prejudice to the Licensor's right to claim any further damages suffered. The Customer acknowledges the fairness of the penalty in light of the Licensor's interest in the Customer's compliance with the provisions of Article 16.1 and, therefore, declares that the aforementioned penalty cannot be reduced pursuant to Article 1384 of the Italian Civil Code.

#### 17 CONFIDENTIALITY

- 17.1 The Customer acknowledges that all information that comes to its knowledge in the performance of the Contract is confidential and private and, therefore, undertakes not to use or disclose it to third parties, in any way and by any means, for purposes other than those set out in the Contract. The above confidentiality obligation does not apply to information that is in the public domain.

#### 18 PROCESSING OF PERSONAL DATA

- 18.1 With reference to the processing of personal data of third parties entered or otherwise processed by the Customer through the Software ("**Third Party Personal Data**"), pursuant to the European General Data Protection Regulation of 27 April 2016 No. 679 ("GDPR"), the Customer acknowledges and recognises that it is subject to the obligations of the Data Controller pursuant to the GDPR and that it has appointed the Licensor as the data processor by means of the appointment document that forms an integral part of the Contract. With reference to Third Party Personal Data and additional personal data processed in the performance of the Agreement, the Customer warrants that it has fulfilled and will fulfil its obligations under the GDPR and additional applicable personal data protection legislation for the entire duration of the Agreement and, in any case, for the period required by law, undertaking, by way of example, to use and acquire valid legal bases for processing pursuant to Article 6 of the GDPR and to respect the rights of data subjects, as well as to keep documentary evidence of such compliance pursuant to Article 5 of the GDPR.
- 18.2 The Customer shall indemnify and hold harmless the Licensor and any other companies in the K-SPORT group involved in the performance of the Contract from any damage, prejudice, penalty or dispute arising from or connected with the Customer's failure to comply with the obligations set out in this clause 18 (including with regard to any claims or requests by data subjects or third parties and the related legal costs of defence). In any case, the Licensor shall not be held liable for any deficiency, incompleteness or inaccuracy of the instructions given by the Customer regarding the processing of Third Party Personal Data or for the failure to adopt technical and organisational security measures relating to its personnel.
- 18.3 The personal data of the Customer or the Customer's personnel collected and processed by the Licensor for its own purposes and in its own manner, and for which the Licensor is therefore the Data

Controller pursuant to the Privacy Code ("**Customer Personal Data**"), shall be processed by the Licensor in accordance with the information provided by the Licensor pursuant to Article 13 of the GDPR.

#### 19 APPLICABLE LAW AND EXCLUSIVE JURISDICTION

- 19.1 The Contract is subject to Italian law.
- 19.2 For any disputes that may arise between the Parties regarding the interpretation, execution or termination of this Agreement, the Parties agree that the Court of Milan shall have exclusive jurisdiction.

#### 20 UNILATERAL AMENDMENTS TO THE CONTRACT

- 20.1 Given the high technical and regulatory complexity of the sector in which K-SPORT operates and the products and services it offers, and given that this sector is characterised by continuous technological, regulatory and market developments, and given that, as a result of the above, there is a periodic need for K-SPORT to adapt its organisation and/or the 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 Agreement may be amended by K-SPORT at any time, by simply notifying the Customer in writing (including by e-mail or with the aid of computer programs). The amendments may consist of: (i) amendments related to adjustments made to the technical and/or functional structure of the products and services offered; (ii) amendments related to adjustments made to the organisational structure of K-SPORT; (iii) amendments relating to the fees payable by the Customer, taking into account the adjustments referred to in points (i) and (ii) above.
- 20.2 In this case, the Customer shall have the right to withdraw from the Contract by sending written notice to K-SPORT by registered letter with return receipt within 15 days of receipt of the written notice from K-SPORT referred to in the preceding paragraph.
- 20.3 If the Customer does not exercise their right of withdrawal within the terms and in the manner indicated above, the changes to the Contract shall be deemed to have been definitively acknowledged and accepted by the Customer and shall become definitively effective and binding.

#### 21 WITHDRAWAL FROM THE MARKET AND REPLACEMENT OF SOFTWARE AND SERVICES

- 21.1 The Customer acknowledges that the Software and the environments in which they operate are, by their nature, subject to constant technological evolution, which may lead to their obsolescence and, in some cases, to their withdrawal from the market and, possibly, their replacement with new technological solutions. Therefore, K-SPORT may decide, at its sole discretion, during the term of this Agreement, to withdraw the Software and/or related Services from the market (possibly replacing them with new technological solutions). In this case:
- (i) the Licensor shall notify the Customer in writing (e.g. by email), with at least six months' notice, that K-SPORT intends to withdraw one or more Software **products** and/or Services (each of them the "**Obsolete Product**") from the market;
  - (ii) the notice referred to in point (i) above (the "**Withdrawal Notice**") shall contain a description of any new product or service (the "**New Product**") that will replace each Obsolete Product, it being understood that the New Product may be based on technologies other than those on which the Obsolete Product is based;
  - (iii) if the Obsolete Product is not replaced by any New Product, the contract shall cease to have effect with regard to the Obsolete Product on the date indicated in the Withdrawal Notice (in any case, not earlier than the last day of the sixth month following the date of the Withdrawal Notice); from that date, the Obsolete Product shall cease, as applicable, to function or be supplied, and the Customer shall be

entitled to a refund of any fees already paid for the period during which they cannot use the Obsolete Product;

- (iv) where the Obsolete Product is replaced with a New Product, the Customer shall have the right, exercisable within 15 days from the date of the Withdrawal Notice, to withdraw from the Contract with reference to the Obsolete Product with effect from the last day of the sixth month following the date of the Withdrawal Notice (the date from which the Obsolete Product will cease, as applicable, to function or be supplied), it being understood that, otherwise, the Contract will continue to be effective (with the express exception of what is specifically indicated in the Withdrawal Notice) with reference to the New Product, and any reference to the Obsolete Product shall be understood to refer to the New Product.

## 22 FINAL PROVISIONS

- 22.1. The Customer is expressly prohibited from transferring or assigning its rights and/or obligations under the Contract without the prior written consent of the Licensor. The Customer also acknowledges that, where the Licensor is an official K-SPORT distributor, the relationship between the Licensor and K-SPORT concerning the Licensor's right to distribute the Software may cease during the term of this Agreement and that, in such case:

- (i) K-SPORT shall notify the Customer of the termination of the contractual relationship between K-SPORT and the Licensor;
- (ii) from the date of receipt of the notification referred to in point (i) above, the Customer shall pay the Fees directly to K-SPORT in accordance with the terms and conditions set out in that notification;
- (iii) any contract between the Customer and the Licensor with regard to the Software shall be transferred, pursuant to and for the purposes of Article 1406 of the Italian Civil Code, from the Licensor to K-SPORT;
- (iv) the Customer hereby gives its consent, pursuant to and for the purposes of Article 1407 of the Italian Civil Code, to the transfer referred to in point (iii) above.

- 22.2. In the event that any clause of these General Terms and Conditions is or becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity or effectiveness of the other clauses of the General Terms and Conditions, which shall therefore remain in force between the parties. The parties agree to replace the invalid or ineffective clauses with valid and effective clauses that are as close as possible to the parties' intentions.

The Licensor's failure to exercise any right granted to it by these General Terms and Conditions shall not constitute a waiver of that right, nor shall it be interpreted as such.

## ANNEX A

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### SERVICES RELATED TO THE SOFTWARE LICENCE

#### **SERVICES INCLUDED IN THE FEE ("INCLUDED SERVICES")**

- release of Updates and Developments made necessary by the amendment, integration or issuance of Italian, EU or foreign laws, decrees, regulations, directives, orders or decisions which, in the sole discretion of the Licensor, do not have a significant impact on the Licensor's operations and/or costs;



- release of Updates and Developments resulting from new versions (so-called "Releases") of the Software;
- technical assistance via contact systems/Help Desk (or via any additional systems that may be developed and implemented from time to time) within the maximum number of tickets indicated in the Order;
- remote assistance with SW devices.

**SERVICES NOT INCLUDED IN THE FEE ("EXCLUDED SERVICES")**

- travel time for technical assistance interventions;
- restoration of normal operating conditions following the use of accessories not supplied by the Licensor or following negligence, carelessness, wilful misconduct or any attempts by the customer to make modifications;
- restoration of normal operating conditions following hardware replacement;
- restoration of normal operating conditions following floods, fires, malicious tampering, acts of vandalism, damage following theft or attempted theft and other events of force majeure;
- supply of media (discs, toner, etc.);
- installation of Software and/or Updates and Developments;
- updates, developments or activities in general made necessary by the modification, integration or issuance of Italian, EU or foreign laws, decrees, regulations, directives, orders or decisions which, in the sole discretion of the Licensor, have a significant impact on the Licensor's operations and/or costs;
- VIRUS removal and helpdesk assistance for managing software packages not produced by K-SPORT, if within its remit;
- customisation of standard programmes and printouts (to be analysed in advance);
- assistance or maintenance interventions that are necessary due to (i) tampering or maintenance and/or assistance interventions carried out by personnel not appointed by the Licensor, (ii) accidents caused by political events, vandalism or in any case by the malicious acts of the customer's employees or third parties; (iii) negligence, carelessness, incorrect use or use not in accordance with any instructions provided by the Licensor or K-SPORT; (iv) power outages or fluctuations; (v) flooding, fire, atmospheric phenomena, natural disasters or other accidental causes;
- any other activity not expressly indicated in the Services included in the Fee.

Date	Version
10 October 2025	1.0