

## GENERAL TERMS AND CONDITIONS OF SALE

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This is an English translated courtesy copy of the original document that has been drafted in Italian.

### WHEREAS

Sofia s.r.l. (hereinafter referred to as "Sofia" or "Supplier") is a limited liability company under Italian law with registered office in Pisogne (BS), Via San Girolamo, 13, C.F. / P. IVA IT 09129330966, e-mail: info@sofia-srl.it, PEC: sofiarsl2015@legalmail.it, in the person of its legal representative *pro tempore* Ing. Alessandro Antonio Nacci, C.F. NCCLSN87R21C933C;

(A) The Supplier manufactures and markets cloud-based access control technology solutions enabling the remote control of access to physical gates. In particular, and to the extent relevant for the purposes of this contract for the supply of goods and services (hereinafter the "General Conditions of Sale Document"), the Supplier produces and markets in the form of a service provided in SaaS (Software-as-a-Service) mode a technological solution called "Luckey" or "Otello" which, interacting with Sofia's cloud platform, allows the creation and management of credentials for access to physical gates that are equipped with special smart locks (hereinafter "Smart Locks"). The operation and features of the technological solution Luckey or Otello are described in detail in the user manual of the same (hereinafter "Manual"), which is attached *sub 1* to this General Terms and Conditions Document.

(B) the Customer is a company that requires access control hardware and software solutions, as well as the services offered by the Supplier, and purchases the Supplier's products and/or services by accepting these General Terms and Conditions;

(C) Sofia's products and technological solutions are fully suited to the Customer's needs, as summarised in the preceding letter of these Premises.

(D) Hereby the Parties intend to regulate the supply by Sofia to the Customer of the technological solution Luckey or Otello and the Hardware necessary to use it, as well as certain ancillary services.

(E) The Customer accepts the provisions of this General Terms and Conditions of Sale by confirmation of an Order Voucher or upon payment of an Invoice.

### They agree as follows:

#### 1. Value of the Forewords and Annexes

1.1 The Introduction and the Annexes to this Document of General Conditions of Sale form an integral and substantial part thereof and the Parties intend to give them negotiating value. The Parties confirm the truthfulness and essentiality, also for the purpose of the interpretation of this General Conditions of Sale Document, of the facts indicated and the declarations made in the Introduction.

#### 2. Definitions

2.1 For the purposes of this Document of General Terms and Conditions of Sale, the following terms, where indicated with a capital letter, shall have the following meaning, with the specification that terms defined in the singular shall be understood as also referring to the plural and vice versa:

- "Parties": any natural or legal person between the Supplier and the Customer

- "ACS-CD": Access Control System - Cloud Domain means a portion of Sofia's cloud access control platform identified by a specific DNS (DNS subdomain), which is the virtual representation of a physical system.
- "Bookey": refers to the software module used within the System to manage the booking of workspaces accessed by crossing the gates within a Plant.
- "Guest": shall mean the person who, by means of the software application for mobile devices called "Luckey Guest" or "Otello Guest", or by other means made available by the Supplier and/or the Manager, can pass through one or more gates within a Plant.
- "Hardware": means the set of physical components necessary for the use of the Service.
- "System": means the hardware and software, and their configurations, which, through their interaction, preside over the operation of the set of gates traceable to an ACS - CD (Access Control System - Cloud Domain) and managed by the Manager.
- "Confidential Information" means any data, information or knowledge having obvious economic value or utility in that it is kept confidential, in whatever form it may be expressed and/or on whatever medium it may be stored, which has been communicated or transmitted by one Party to the other within the scope of the relationship which is the subject matter of this T&C Document and by reason hereof, provided that it is specifically designated as "confidential" or "secret" by the Party having an interest therein.
- "Luckey Credits": shall mean the credits granted by Sofia to the Customer - against payment of a fee - using which the Customer may obtain the provision of the Service as well as further services or products from Sofia, such as, by way of example, installation of additional software modules (*add-ons*), expansion of the System functionalities by means of integration with third-party systems (*plug-ins*), customisation of the Service and training hours.
- "Luckey Guest" or "Otello Guest": means the software application for mobile devices used by the Guest to cross one or more gates within a Facility, whose terms and conditions of use and privacy policy are attached to this General Terms and Conditions Document.
- "Luckey Wallet": means the virtual container of Luckey Credits referring to a Client and associated with one or more of the Client's Installations.
- "Luckey Web" or "Otello Web": means the web-based application used by the Manager to manage the Service and enable the Guest to use the same, whose terms and conditions of use and privacy policy are attached to this General Terms and Conditions Document.
- "Manager": means the person who, by means of the web-based application called "Luckey Web" or "Otello Web", may use the Service, on behalf of the Customer, in order to manage the set of gates referable to a Plant.
- "Corrective Maintenance": means the activity of modifying the System in order to correct any reproducible malfunctions or technical errors, where "reproducible", for the purposes of this definition, means those malfunctions and errors that occur systematically as a result of a precise, documentable and repeatable sequence of actions.
- "Preventive Maintenance": means the activity of modifying the System aimed at detecting and correcting latent technical errors in the System before they become operational errors.

- "Adaptive Maintenance": means the activity of modifying the System in order to keep it usable in a modified or changing software environment, not involving in any case a modification of the source code to an extent exceeding 20 % (twenty percent) of the total code.
- "Credits Mode": means the mode of delivery of the Service, as well as the provision of further services or products, by Sofia that presupposes the availability and use of valid Luckey Credits by the Customer.
- "Flat Mode": means the mode of delivery of the Service that presupposes the payment of a fixed periodic fee by the Customer.
- "Subscription Period": means the period of time, specified in the Order Voucher or Invoice, during which the Customer may use the Service. When the Service is provided on the basis of the Credit System, the Subscription Period coincides with the period during which the Luckey Wallet to which a given Plant is associated contains valid Luckey Credits.
- "Platform": means Sofia's cloud-based ACS platform.
- "Service": indicates the gate-opening service based on the System.
- "System": means the computer system referred to as "Luckey" or "Otello", consisting of the software applications respectively referred to as "Luckey Web" or "Otello Web" and "Luckey Guest" or "Otello Guest", as well as, if applicable, the software module referred to as "Bookey", which interact with the Platform.
- "User": means the natural person who uses the System to manage the service (in the case of a Manager) or to open the gates necessary to access the shared workspaces managed by the Customer (in the case of a Guest).

### 3. Subject matter of the General Terms and Conditions of Sale Document

**3.1** This General Terms and Conditions of Sale relate to the supply for consideration by Sofia to the Customer of the Service and the Hardware necessary to use it, as well as certain ancillary services, as more fully set out in the Order Voucher or Invoice (hereinafter the "Order Voucher or Invoice").

**3.2** Pursuant to the provisions of the preceding paragraph, the Parties agree that Sofia shall, upon payment of the consideration agreed upon in the Order Voucher or Invoice referred to in the preceding paragraph, provide, depending on what is indicated in the Order Voucher or Invoice:

- the supply of the Hardware necessary for the use of the Service, at the place, time and in the manner indicated in the Order Voucher or Invoice;
- the installation of the Hardware as set out in the preceding paragraph, at the place, time and in the manner set out in the Order Voucher or Invoice, also with the assistance of third party partners of Sofia;
- the subscription supply of the Service, for the period of time agreed upon in the Order Voucher or Invoice and in the manner specified therein;
- Corrective Maintenance and updating of the System, to the extent and in the manner indicated in the Order Voucher or Invoice;
- the subscription supply of Bookey, for the period of time agreed in the Order Voucher or Invoice and in the manner specified therein;
- customisation of the Luckey or Otello Guest application, within the limits and in the manner set out in the Order Voucher or Invoice;
- training of the Customer's personnel in connection with the use of the System, at the place and in the manner indicated in the Order Voucher or Invoice;
- training of the Customer's personnel in connection with the integration of the System with third-party software, at the place and in the manner indicated in the Order Voucher or Invoice;
- the provision of the *on-site* assistance service, under the terms and conditions set out in the Order Voucher or Invoice;

- the provision of the Remote Technical Support service, under the terms and conditions set out in the Order Voucher or Invoice.

### 4. Orders and Deliveries/Execution of Orders

**4.1** The purchaser's orders become binding following written confirmation of the order. Execution of the order is equivalent to acceptance of the order (hereinafter referred to as "Binding Order"). Any offer made by a third party (agent, representative, etc.) only becomes binding for the Supplier if confirmed by the latter in writing.

**4.2** The performance of the Binding Order shall take place exclusively in accordance with the order and these general terms and conditions. Further documents shall apply only insofar as the parties have expressly agreed on their applicability.

**4.3** If the Purchaser requests changes with respect to the Binding Order, the Supplier shall decide at its sole discretion whether or not to accept the requests and how to adjust the price accordingly. In the event that the Supplier accepts partial and/or full cancellation of the Order, the Purchaser shall pay in full the costs incurred by the Supplier up to the time of cancellation or, if production of the products has already been completed, the full price of the products.

**4.4** The characteristics, prices and other data indicated in the Supplier's catalogues, price lists or other illustrative documents, as well as the characteristics of samples and models sent to the Purchaser, shall not be binding unless they have been expressly mentioned as such in the Binding Order.

**4.5** Any quotation sent by the Supplier shall be binding, unless otherwise specified in the quotation, for a period of 1 month from the date of transmission.

**4.6** The Supplier reserves the right to make any changes and/or improvements it deems appropriate to its products at any time. If the aforesaid changes prove necessary to ensure the conformity of its products with the legal regulations in force, the Supplier may also change the characteristics of the products already ordered, giving the Purchaser due notice thereof. In any case, no right of the purchaser to compensation for damages shall ensue.

**4.7** The delivery of the Products shall take place in accordance with the delivery period set forth below, as defined by the ICC Incoterms ® 2010, unless otherwise specified in the Binding Order:

- Italy: DAP Incoterms ® 2010 - free at destination
- EU (EU Member States where no customs duties apply): DAP Incoterms ® 2010
- Rest of the world: as specified in the Binding Order

The delivery times indicated below and/or in the Binding Order are merely indicative and to be understood with a reasonable margin of tolerance in favour of the Supplier; in any case, delivery times are not essential.

**4.8** For internal requirements, the Supplier may, at its own discretion, deliver the products in several partial deliveries. The Supplier shall have the right to apply a surcharge on the price in the event that the purchaser requests urgent deliveries (understood as those made outside normal transport terms), to cover the additional costs of handling, logistics and transport. These costs may vary from time to time.

**4.9** Unless otherwise stated in the Order Voucher or Invoice, for individual orders with an amount (taxable amount) below

- Italy: € 550.00
- EU: €1,550.00
- Non-EU countries € 3,000.00

a fixed (taxable) order handling fee will be charged on the invoice:

- Italy: € 25.00
- EU: €78.00

4.10 If the execution of the order requires the obligation to procure components produced by third parties, the execution of the order is conditional on the proper fulfilment by the third party.

## 5. Technical characteristics of the Service

5.1 The technical characteristics of the Service and of the System on which it is based are described in the Manual, which shall be deemed an essential part of this General Terms and Conditions of Sale, also for the purposes of its interpretation and execution, and shall be deemed to be reproduced and transcribed herein in its entirety.

5.2 It is understood that - also in accordance with Article 12 of this General Terms and Conditions of Sale - Sofia may modify the technical characteristics of the Service and/or of the System during the Term, where necessary in order to improve its functioning or, possibly, to make it compatible with the applicable legislation, without this implying any right or faculty for the Customer, it being understood in any case the right of the Customer to withdraw in accordance with the terms and conditions set forth in Article 20 of this General Terms and Conditions of Sale.

## 6. Intellectual Property Rights on the System and Licence of Use

6.1 The Customer expressly acknowledges that the Supplier is and remains the exclusive owner of all industrial and intellectual property rights to the System and its components. To the extent relevant for the purposes of this General Terms and Conditions of Sale Document, the Supplier is and remains the exclusive owner of the rights to the trademarks "Sofia", "Luckey" or "Otello" and "Bookey".

6.2 Without prejudice to the preceding paragraph, by signing this General Conditions of Sale Document, the Supplier grants the Customer an onerous, non-exclusive licence for a term equal to that of the General Conditions of Sale Document itself - including any renewals or extensions thereof - solely for the purposes and to the extent necessary for the use of the System in accordance with the purposes of this General Conditions of Sale Document and expressly excluding the right to sub-licence to third parties. In any case, the possibility of translating, adapting, transforming and modifying the System itself shall be expressly excluded from the content of the licence referred to in this paragraph, except for any mandatory provisions of law.

6.3 Without prejudice to the licence referred to in the preceding paragraph, nothing contained in this General Terms and Conditions Document shall be construed as implying directly or indirectly any assignment or other transfer, in whole or in part, by the Supplier to the Customer of the intellectual property rights over the System.

6.4 The Client authorises the Supplier to reproduce and use its name/designation and its trade mark, logo or other distinctive sign, for illustrative purposes only and with the express exclusion of any distinctive use or any use that is in any way competitive with the Client's activities, within the "Success Stories" section (or other equivalent) of the Consultant's website as well as its own information and/or advertising material.

## 7. Hardware Supply

7.1 If indicated in the Order Voucher or Invoice, Sofia shall supply to the Customer, against payment of the amount indicated in the Order Voucher or Invoice, and within the terms, time and in the manner set forth therein, the Hardware necessary for the use of the Service.

7.2 The Customer is aware that the purchase and the continued availability of any spare parts of the Hardware indicated by the Supplier in the Order Voucher or Invoice is a necessary condition to ensure the continuity of the Service in the event of malfunctioning of the Hardware itself. Therefore, the Supplier shall in no way be liable for any damages directly or indirectly suffered by the Customer due to the possible continuation of the malfunctioning status of the Hardware that could not be promptly remedied due to the

unavailability of the spare parts indicated by Sofia within the Order Voucher or the Invoice.

7.3 The supply of the Hardware to the Customer by Sofia shall qualify as a sale under reservation of title. Subject to the foregoing, the Customer shall acquire ownership of the Hardware supplied by Sofia only upon full payment of the relevant price, including, if applicable, the relevant default interest, it being understood that the Supplier shall retain ownership of the Hardware until such time. The Customer expressly undertakes to take all appropriate steps and measures to preserve Sofia's ownership rights in the Hardware within the country in which the Hardware is located, and to promptly inform Sofia of any attempt made by third parties that may possibly prejudice Sofia's interests with regard to the ownership of the Hardware.

7.4 It is in any event understood and agreed by the Parties that the risks associated with destruction of or damage to the Hardware shall be borne by the Customer from the time of delivery of the Hardware, by or on behalf of Sofia, to the party in charge of transporting and delivering the Hardware to the Customer.

## 8. Installation

8.1 If indicated in the Order Voucher or Invoice, the Hardware shall be installed by Sofia's personnel or by third party partners of Sofia (or certified by Sofia) at the Customer's premises identified in the Order Voucher or Invoice, under the terms and conditions set forth therein and for the agreed consideration.

8.2 The Customer is aware that the premises where the Hardware is to be installed shall have the requirements and characteristics described in the Order Voucher or the Invoice. In the event that, at the time of installation, such premises do not possess the aforesaid requirements and/or characteristics, the Supplier expressly reserves the right not to proceed with the installation until the premises do not possess the requirements and characteristics set out in the Order Voucher or Invoice and, in any event, to pass on directly to the Customer any additional costs and expenses arising from the absence of such requirements and characteristics, including the costs of transport, board and lodging of the installation personnel.

8.3 It is in any event understood that if the premises where the Hardware is to be installed do not comply with the requirements and/or characteristics set out in the Order Voucher or Invoice, the Supplier shall in no event be liable for late or non-installation of the Hardware.

8.4 Following installation by Sofia or its third-party partners (or certified by the latter), the customer shall be sent a document attesting the successful completion of the installation and its testing entitled "ACCESS CONTROL SYSTEM COMMISSIONING DECLARATION". The customer shall have 30 calendar days from the sending of the document itself to sign it or to notify Sofia of any malfunctions detected. At the end of the 30 days, if the customer has neither signed nor communicated any malfunctions, Sofia shall send the customer a proof of use and correct operation of the system. The proof shall consist of a list of access logs at the installed smart locks, demonstrating their correct functioning.

## 9. Provision of the Service

9.1 The Supplier undertakes to provide the Service to the Customer throughout the Subscription Period, under the conditions and in the manner set forth in this Agreement and its Annexes, and under the conditions and in the manner set forth in the Manual and in the Order Voucher or Invoice.

9.2 If the Service is provided in Flat Mode and the Customer does not renew the Subscription before the expiry of the Subscription Period, the Customer may not be able to use certain features of the System, and in particular may not be able to change the number of Users, Smart Locks and Guests relating to the Plant(s). However, the Customer may still be able to cross the gates relating to the Plant or Plants for a period of thirty days

(hereinafter the "Grace Period"). If the Customer renews his/her Subscription within the Grace Period, he/she may resume normal use of the Service in all its functionalities, it being understood in any case that the new Subscription Period shall commence from the day immediately following the day on which the previous Subscription Period expired. If the Customer fails to renew the Subscription within the Grace Period, the Service shall be permanently disabled, without the Customer being able to object, resulting in the loss of all data and configurations by the Customer.

**9.3** If the Service is provided in Credit Mode, the Client's use of the Service, as well as the possible acquisition of further services or products related to the Service, are subject to the availability of a sufficient quantity of valid Luckey Credits within the Client's Luckey Wallet.

**9.4** The amount of Luckey Credits required for the acquisition and use of the Service, as well as for the possible acquisition and use of additional services or products related to the Service, is indicated within a special section (the so-called Luckey Store) of the Luckey Web application. Luckey Credits may only be purchased by the Customer through Sofia, ISEO or resellers authorised by them. Luckey Credits purchased through subjects different from those indicated above are not valid and cannot be used for the acquisition and fruition of the Service, as well as for the possible acquisition and fruition of further services or products connected to the Service. Sofia and ISEO reserve in any case the right to cancel any invalid Luckey Credits present in the Customer's Luckey Wallet. In consideration of the above, it is expressly forbidden for Customer to resell Luckey Credits present within its Luckey Wallet.

**9.5** In the event of unavailability of valid Luckey Credits within the Luckey Wallet, Client may not be able to use certain features of the System, and in particular may not be able to change the number of Users, Smart Locks and Guests relating to the Plant(s) associated with the Luckey Wallet. However, Customer will still be able to pass through the gates relating to the Plant or Plants associated with Luckey Wallet for a period of thirty days (hereinafter the "Grace Period"), during which time Customer will accrue a debt of Luckey Credits (hereinafter the "Debt of Credits") corresponding to normal use of the Service. After the Grace Period has elapsed, Customer may not use the Service until Customer purchases the necessary Luckey Credits. Once these Luckey Credits have been purchased, the Customer may resume normal use of the Service, it being understood in any case that part of the Luckey Credits purchased will be automatically consumed to pay off any Credit Debt accumulated during the Grace Period.

**9.6** All Luckey Credits are valid for a limited period of time. They expire on the last day of the same month of the tenth year following the year of purchase (e.g.: if a certain number of Luckey Credits are purchased on 21 April 2023 they will expire on 30 April 2033). Therefore, Luckey Credits that have not been used for a period of ten years will expire and become unusable. However, in the event of subsequent purchase of new Luckey Credits within thirty days of the expiry of the first Luckey Credits (hereinafter referred to as the "Grace Period"), the validity of any expired Luckey Credits will be extended until the expiry date of the new Luckey Credits subsequently purchased (e.g.: if a number of Luckey Credits are purchased on 21 April 2023 they will expire on 30 April 2033. However, if further Luckey Credits are purchased on 15 May 2033, both the Luckey Credits purchased on 21 April 2023 and the Luckey Credits purchased on 15 May 2033 will expire on 31 May 2043). If no new Luckey Credits are purchased within the Grace Period, any expired Luckey Credits will become permanently unusable. Any Luckey Credits purchased after the expiry of the Grace Period may be validly used, but will in no event extend the validity of Luckey Credits expired more than thirty days ago.

**9.7** The Supplier may issue notices to the Client to notify the Client in a timely manner of the approach of certain significant events in relation to the Service, such as the expiry of the Subscription Period, the expiry of the Grace Period, the depletion of Luckey Credits within the Luckey Wallet and the expiry of the validity period of Luckey Credits. It is however understood that it is the specific responsibility of the Client to renew the Subscription by the expiry date or, in any event, within the Grace Period, and to purchase Luckey Credits in the manner indicated above, with the consequence that in no event shall the Supplier be liable for any interruption or disabling of the Service that is a consequence

of the expiry of the Subscription Period, the depletion of Luckey Credits within the Luckey Wallet or the unusability of Luckey Credits resulting from their inactivity for a period of time exceeding ten years from their purchase.

**9.8** Without prejudice to the provisions of the preceding paragraph, in order to preserve the continuity of the Service in the exclusive interest of the Customer, when the number of Luckey Credits present in the Luckey Wallet is less than the number corresponding to the average monthly consumption of the Plant or Plants associated with it, the Supplier may send the Customer an invoice for the purchase of Luckey Credits in the same number as the last purchase made. The Customer may in any case request in writing to the Supplier to disable this functionality.

**9.9** Any *plug-ins* and *add-ons* installed or integrated into the Service by the Client or at the Client's request will be active for a minimum period of thirty days, with a corresponding consumption of Luckey Credits. The Client is entitled to uninstall such *plug-ins* and *add-ons* at any time, provided, however, that a number of Luckey Credits corresponding to the minimum period indicated above will be deducted from its Luckey Wallet.

## 10. Customising the System

**10.1** If the Customer has requested to Sofia the customisation of the System, as indicated in the Order Voucher or Invoice, such service shall be provided by Sofia, against payment of the foreseen consideration, at the conditions and in the manner indicated in the Order Voucher or Invoice.

## 11. Customer personnel training

**11.1** If Customer has requested to Sofia the training of its personnel in relation to the use of the System or the integration of the same with third-party software, as indicated in the Order Voucher or Invoice, Sofia shall provide such training activity, against payment of the envisaged consideration, at the conditions and in the manner indicated in the Order Voucher or Invoice.

## 12. System Maintenance and Updates

**12.1** Sofia shall provide - independently or upon notice from the Customer - Corrective Maintenance of the System and related updates for the Term of this General Terms and Conditions of Sale.

**12.2** The activity of Corrective Maintenance and the implementation of Updates shall be carried out in the manner deemed most appropriate by Sofia from time to time, in accordance with the average standard of professional diligence proper to the sector. Except in the case of malfunctions entailing the unavailability of the System or impairing its proper functioning, Sofia expressly reserves the right to carry out Corrective Maintenance interventions by grouping them in a certain number of releases during each calendar year.

**12.3** Without prejudice to the provisions of the preceding paragraphs with specific reference to Corrective Maintenance, Sofia, if requested by Customer, may also provide for Adaptive and Evolutionary Maintenance of the System against the signing of a special agreement between the Parties.

**12.4** New versions of the System resulting from Corrective Maintenance or Adaptive and Evolutionary Maintenance shall be subject to the same rules as those applicable to the System on the basis of this General Terms and Conditions Document.

## 13. Remote technical support

**13.1** Sofia shall provide to Customer (but not directly to Users, except as may be provided for in the terms and conditions of use applicable to Users) a remote and on-demand technical support service in respect of any malfunctions of the Platform or the System. The technical support service will be provided through the use of an email ticketing system or

(if requested by the Customer and against payment of the relevant fee) through the use of the telephone, in accordance with the terms and conditions set out in the Order Voucher or Invoice, during the hours of 09.00 CET to 18.00 CET from Monday to Friday, excluding public holidays on the Italian calendar.

**13.2** In the provision of remote technical support service, Sofia expressly undertakes to guarantee the levels set out in the attached Service Level Agreement

**13.3** The estimated time of resolution of the malfunctioning shall be communicated by Sofia to the Customer from time to time following the evaluation of the problem encountered as a result of the report.

#### 14. On-site Assistance

**14.1** Sofia shall provide the Customer, against payment of the fee set out in the Order Voucher or Invoice, subject to the terms and conditions set out therein, with an annual on-site Support Service at the premises where the Hardware is installed.

**14.2** The On-site Assistance service shall be provided by Sofia for the maximum number of working days on an annual basis indicated in the Order Voucher or Invoice. Should the Customer, during each year in which the On-Site Assistance service is active, request On-Site Assistance interventions for a number of working days higher than the maximum number of working days indicated within the Order Voucher or the Invoice, the cost of the working days exceeding such maximum number shall be invoiced by Sofia at the cost indicated in the Proposal itself. Customer expressly acknowledges that it shall not be entitled to any reimbursement for any working days provided as part of the On-Site Support service which, not being necessary or requested by Customer, are not actually provided by Sofia.

**14.3** On-site Servicing shall be performed - either by certified third-party personnel, or directly by the Supplier's personnel - in the event of breakdowns or serious malfunctions of the Hardware that cannot be solved by means of the remote technical support service referred to in the preceding Article of this General Terms and Conditions Document.

**14.4** The provision of On-Site Support shall be subject to the condition that the Hardware has not been modified or tampered with by the Customer or any third party after installation and that the Customer has the availability of any spare parts for the Hardware as specified by Sofia in the Order Voucher or Invoice.

**14.5** In the event that the circumstances referred to in the preceding paragraph are not positively verified, Sofia expressly reserves the right not to proceed with the provision of On-site Assistance until they are restored. All costs and expenses necessary to re-establish the circumstances referred to in the preceding paragraph, including any costs of transport, board and lodging of the personnel in charge of performing the re-establishment operation, shall be borne directly by the Customer.

**14.6** It shall in any case be understood that if the circumstances referred to in paragraph 4 of this Article are not successfully verified, the Supplier shall in no event be liable for any direct or indirect damage suffered by the Customer as a result of the failure or delay in the provision of the On-site Assistance Service.

**14.7** The standard terms and conditions of the On-site Assistance Service are described in Appendix 2 to this General Terms and Conditions Document.

#### 15. Prices and Payments

**15.1** The prices are those indicated in the price lists of the Supplier in force at the time of receipt of the purchase order. Each new price list automatically replaces the previous one.

**15.2** If, following the acceptance of the order, binding regulations come into force that lead to an increase in the costs for the execution of the order, the Supplier reserves the right to adjust the price accordingly.

**15.3** In return for the supply of the goods and services covered by this General Terms and Conditions of Sale Document, the Customer undertakes to pay the Supplier the fees set

out in detail in the Order Voucher or Invoice, on the terms and in the manner provided therein.

**15.4** The Customer may not raise any exceptions - including, but not limited to, those of non-, partial or defective performance by the Supplier, and with the sole exclusion of exceptions of nullity, voidability and termination of this General Terms and Conditions Document - in order to avoid or delay the payment of the consideration.

**15.5** The Customer shall be liable for any delay in the payment of the remuneration provided for in this Article, irrespective of whether the delay is attributable to the Customer, the Parties intending herewith to charge the Customer with the risk of unforeseeable circumstances.

**15.6** In the event of a delay in payment with respect to the terms indicated in the Order Voucher or Invoice, the Customer shall pay to Sofia, without the need for a warning or formal notice of default, interest on the overdue amounts calculated, on an annual basis, at the rate of 7.5 (seven point five) percentage points, starting from the day following the due date and up to the day of actual payment, without the need for prior notice of default.

**15.7** In the event of a delay in payment exceeding 60 (sixty) business days, Sofia shall be entitled to suspend the activity covered by this General Terms and Conditions of Sale and/or to consider the same terminated with immediate effect - subject to prior notice by registered letter with return receipt (or equivalent means) to be sent to Customer - without prejudice to the latter's obligation to pay, as a penalty for late payment, the default interest referred to in the previous paragraph of this Article.

**15.8** Offsetting against any claims arising for any reason whatsoever against the Supplier is not permitted.

#### 16. Platform and Service Availability

**16.1** Sofia expressly undertakes to make the Cloud Platform for the provision of the Service, as well as - more generally - the Service itself available and properly functioning, to the extent provided for in the Service Level Agreement.

**16.2** The period of unavailability (hereinafter the "Unavailability Period") shall be deemed to commence at the time Sofia receives the relevant notification from the Customer and shall end at the time Sofia notifies the Customer of the renewed availability of the Platform or the Service or at the time the Customer accesses the Platform or uses the Service again, whichever is earlier.

**16.3** Any unavailability due to scheduled maintenance activities of the Platform or of the Service by Sofia, for the technical time necessary to provide for it, is expressly excluded for the purposes of the calculation of the Period of Unavailability. In the event of scheduled maintenance, except in the event of an urgent intervention, the Customer shall be notified at least 1 working day in advance.

**16.4** In the event of inability to use the Service due to the fact of the Customer or, in any case, of parties other than Sofia, including in the event of failure of the connectivity provider to connect to the Internet, the time during which it was impossible for the Customer to access the Platform and/or use the Service shall be deemed to be excluded from the Period of Unavailability.

**16.5** In the event of failure to reach the guaranteed availability threshold referred to in paragraph 1 of this Article, subject to express objection by the Customer, the Supplier undertakes - by way of compensation for damages - to pay the Customer a credit in terms of a reduction of the fees provided for and not yet paid for the supply of the goods and services covered by this General Conditions of Sale Document, or in terms of partial reimbursement thereof, to the extent indicated in the aforesaid Service Level Agreement. Indemnification for any further damage is expressly excluded.

#### 17. Data Security

**17.1** The Supplier expressly undertakes, in connection with the operation of the Platform and the provision of the Service, to take all technical and organisational measures that are reasonably appropriate to guarantee the availability of the data and its security, as well as to ensure its integrity, and to keep the aforementioned security measures updated over time in the light of technical progress.

**17.2** The Supplier specifically guarantees in each case compliance with its obligations under European data protection regulations (EU Reg. No. 2016/679), as well as applicable domestic regulations, with regard to the adoption of security measures.

**17.3** Without prejudice to the provisions of the preceding paragraphs of this article concerning the Supplier's obligations, the Parties mutually acknowledge and recognise that the security measures adopted and/or to be adopted by the Supplier cannot in any case guarantee the absolute security of the data - thus configuring Sofia's as an obligation of means and not of result -, having the most limited purpose of reducing, as far as is reasonably technically possible, the risks of unauthorised access to the Platform and/or the destruction or loss, even accidental, of the data themselves, as well as their unauthorised removal or use.

**17.4** Upon written request by the Customer, the Supplier undertakes to inform the Customer of the security measures taken pursuant to paragraphs 1 and 2 of this Article.

## 18. Withdrawal

**18.1** Either Party may freely withdraw from this Document of General Terms and Conditions of Sale by notice to be sent by registered letter with return receipt (or equivalent means) to the addresses set forth in article 25 of this Document of General Terms and Conditions of Sale. Withdrawal shall become effective as of the 120th (one hundred and twentieth) day following the day on which the notice reaches the addressee's address. In the event of withdrawal exercised by registered letter with acknowledgement of receipt, the date indicated on the envelope by the receiving Post Office shall prevail.

**18.2** In the event the Customer exercises the right of withdrawal, the Customer shall in any case be obliged to pay to Sofia the part of the consideration due for the goods and services already provided by the latter, as set forth in the Order Voucher or Invoice.

**18.3** If the right of withdrawal is exercised by the Supplier, the Supplier shall return to the Customer the part of the consideration already paid that exceeds the amount due for the supply of the goods and services already provided to the Customer, as indicated in the Order Voucher or Invoice.

## 19. Guarantees

**19.1** The Supplier expressly guarantees that the Service is fully compliant with the provisions of the applicable Italian legislation. On the contrary, the Supplier does not guarantee that the Service complies with the provisions of the applicable legislation in other countries, and in particular, in the country in which the Customer has its seat or provides its services.

**19.2** By signing this General Terms and Conditions of Sale Document, the Customer declares and confirms that he/she has checked the technical characteristics of the Service and has found them to be fully compliant with his/her expectations and adequate to his/her needs. It remains the responsibility of the Customer to verify that the Service meets all the conditions set forth by the legislation in force in the country in which it will be used, including safety regulations.

**19.3** The specific warranties relating to each good and each service provided by Sofia are set forth in the Order Voucher or Invoice to this General Terms and Conditions of Sale Document and may be asserted by the Customer in the manner, and subject to the terms and conditions, set forth therein. The Customer expressly acknowledges and agrees that it shall not be entitled to any other warranties beyond those set forth in the Order Voucher or Invoice and, where applicable, the mandatory warranties established by the law applicable to the General Conditions of Sale Document.

**19.4** The Supplier warrants that the products comply with the specifications set forth in the order as well as with the Italian legislation in force at the time of the order confirmation and are free from defects in design, material or construction attributable to the Supplier. In particular, the Supplier does not assume any guarantee of compliance with the legislation in force in the country of destination of the products and does not guarantee that the products are suitable for the use that the purchaser intends to make of them. The purchaser shall be responsible for complying with all regulations in force for the marketing and use of the Products (including safety regulations). In any event, the buyer shall forfeit the warranty referred to in this point in the following cases (i) installation and/or use and/or maintenance of the Products in a way that does not comply with the indications and instructions for use of the Supplier, (ii) modifications and/or repairs without the prior written authorisation of the Supplier, (iii) normal wear and tear of the Products and/or if the Purchaser has failed to make regular payment for the Product; (iv) defects due to designs and technical specifications provided by the Purchaser, instructions given by the Purchaser and more generally, any defect attributable to fault or in any case to activities on the Products carried out by the Purchaser without the consent of the Supplier. Furthermore, in the event that the Vendor uses third-party components to manufacture the products, the Vendor's warranty to the Purchaser is limited, in relation to third-party products, to the rights granted to it by the third parties themselves. The warranty referred to in this point shall last for 10 years for entirely mechanical products, while for all other products the warranty period shall be 3 years, unless otherwise specified; both terms shall run from the date of delivery.

**19.5** The purchaser shall inspect the goods immediately after delivery. The quantity of individual batches of products registered by the Vendor as shipped from its premises shall constitute proof of the quantity received by the Purchaser upon delivery, unless the Purchaser proves otherwise. Upon receipt of the goods, the purchaser undertakes to report in writing, by registered mail with return receipt, any visible defects and/or non-conformities no later than 8 days after delivery, using the return form D7.1.10, available on the Supplier's website at [www.sofialocks.com](http://www.sofialocks.com). Any hidden defects must be reported in writing, by registered letter with return receipt, no later than 8 days after their discovery; failure to comply with the aforesaid deadline shall entail the forfeiture of all rights of the purchaser relating to the defect found.

**19.6** Following the notification of a defect, the purchaser shall, within 8 days of its discovery, send the product found to be defective to the Supplier at its own expense for inspection, or, if the nature of the product so requires, allow the Supplier to inspect it on site in any event.

**19.7** In any case, a product shall only be considered defective after the defect has been ascertained by the Supplier's technicians. In such a case, the Supplier shall repair the defective product, or, if a repair is not possible or if a repair would entail excessive costs, the Supplier may, at its own discretion, replace the defective product with a compliant product or issue a credit note for the value of the product. The Supplier shall not be liable for the costs of disassembly, transport, reassembly, re-installation or testing of the defective products covered by this guarantee.

**19.8** Any liability of the Supplier is excluded if the non-conformity is attributable to circumstances for which the Supplier is not responsible.

**19.9** The Supplier's liability in connection with the products is limited to direct damage. In no event shall the Supplier be liable for indirect damage or any other damage such as, but not limited to, damage to image, damage resulting from loss of use, loss of production, loss of goodwill, loss of profit, loss of contracts, loss of business, loss of profits, loss due to increased operating costs or financial or economic loss. Except in the event of wilful misconduct or gross negligence, the total liability of the Supplier for all claims for any kind of loss or damage resulting from the execution or non-execution of these conditions relating to an order shall in no event exceed an amount equal to the value of the order.

## 20. Force Majeure

**20.1** One Party shall not be liable to the other for delays or non-performance or delayed performance of its obligations due directly or indirectly to circumstances beyond its reasonable control (e.g. fortuitous event, suspension of work imposed by public authority, etc.) and which were not reasonably foreseeable at the date of signature of this General Terms and Conditions Document.

**20.2** In the cases referred to in the preceding paragraph, the Party concerned shall be obliged to notify the other Party promptly of the impeding event or circumstance and to estimate the duration of the force majeure.

**20.3** If the duration of the force majeure event exceeds 90 (ninety) days, the other Party shall be entitled to terminate this Document of General Terms and Conditions of Sale with immediate effect by registered letter with acknowledgement of receipt (or equivalent means).

## 21. Privacy

**21.1** Sofia's processing of the personal data of the Users held by the Customer is governed by a special deed of appointment as data processor, which is attached as Annex 8 to this General Terms and Conditions Document.

## 22. Confidentiality

**22.1** By confirming the Order Voucher and paying the Invoice, i.e. by accepting this Document of General Terms and Conditions of Sale, the Parties expressly undertake, for themselves and for their employees and/or collaborators (thereby also promising the deed of the third party), to be bound by this Document of General Terms and Conditions of Sale for the entire duration of this Document of General Terms and Conditions of Sale and for a period of 10 (ten) years following its termination or cancellation:

(a) not to disclose Confidential Information and not to make it accessible in any way to Third Parties;

(b) to employ all appropriate means, and to perform any and all acts or activities reasonably necessary, to ensure that the Confidential Information is not freely accessible to Third Parties;

(c) not to use the Confidential Information in any way for purposes other than and in addition to those connected with the execution of this General Terms and Conditions Document;

(d) not to duplicate, copy, reproduce, record or otherwise represent, except as necessary for the performance of this General Terms and Conditions Document, or except with the express consent of the Party entitled thereto, by any and all means suitable for such purposes, in whole or in part, any files, deeds, documents, lists, records, reports, notes, drawings, diagrams, schedules, correspondence and any other material containing one or more Confidential Information;

(e) immediately return or destroy, upon written request of the Party entitled thereto, any and all files, deeds, documents, lists, records, reports, notes, drawings, sketches, schedules, letters and other materials, including any copies or reproductions thereof, containing one or more Confidential Information, unless there is a legal requirement to retain them;

(f) to return or destroy immediately, upon termination or cancellation of this General Terms and Conditions Document, any and all files, deeds, documents, lists, records, reports, notes, drawings, schedules, letters and any other materials, including any copies or reproductions thereof, containing one or more Confidential Information, provided that there is no legal obligation requiring their retention or that retention is not necessary for the protection of the Party, e.g. for warranty purposes or defence in the event of litigation.

**22.2** This is without prejudice to the provisions of the preceding paragraph:

(a) information, data and knowledge communicated by one Party to the other which is expressly intended by the Parties for publication or otherwise for public dissemination;

(b) information, data and knowledge communicated by one Party to the other that is already in the public domain or is otherwise freely accessible by Third Parties;

(c) information, data and knowledge that, at any time, becomes publicly available or otherwise freely accessible by Third Parties, provided that its disclosure or accessibility is not caused by tort or otherwise expressly prohibited by the disclosing Party, and from the time it actually becomes publicly available or freely accessible;

(d) information, data and knowledge in respect of which the Party entitled thereto gives its written consent to its dissemination or free access, and only to the extent, on the terms and conditions on which such consent is actually given;

(e) information, data and knowledge which a Party can demonstrate was lawfully in its possession at a time prior to the time when it was communicated to it by the other Party or otherwise came to its knowledge in the course of and by virtue of the relationship;

(f) information that a Party can demonstrate is in its lawful possession regardless of the relationship;

(g) information which a Party is required to communicate or make accessible by law or regulation or by order of a public authority, within the limits, time limits, in the form and in relation only to the recipients to whom the Party is actually required to communicate or make it accessible.

**22.3** For the purposes of the application of this article, "Third Parties" shall mean all subjects other than the Parties who are not representatives, employees, collaborators or consultants of the Parties or of companies controlled by or connected to the Parties. In any case, in relation to the individual Confidential Information that comes to light from time to time, the above-mentioned subjects shall also be considered Third Parties in cases where, due to the nature of their relationship with the Parties, they have no reason or need to know one or more Confidential Information, or where the Party entitled to such information has expressly forbidden the communication of Confidential Information to their address.

**22.4** By signing this General Terms and Conditions of Sale document, the Customer expressly authorises the Supplier to reproduce and use its name/designation as well as its trademark, logo or other distinctive sign in the "Customers" section or other equivalent section of the Supplier's website, or in other similarly advertising contexts, for illustrative purposes only and with the express exclusion of any distinctive use or any use that is in any way competitive with the activities of the Customer.

## 23. Communications

**23.1** Without prejudice to the cases in which, for a given communication between the Parties, this Document of General Terms and Conditions of Sale may provide for a specific instrument or form, any communication or statement of an official nature between the Parties to be sent in connection with this Document of General Terms and Conditions of Sale shall be made by registered letter with return receipt (or equivalent means) sent to the addressee's physical or electronic address as indicated above.

**23.2** Each Party is obliged to inform the other of any change of address or other address indicated in the epigraph no later than 10 (ten) business days after such change. If no such notice is sent, or in the event of delay, any notice or statement sent in connection with this General Conditions of Sale Document shall be deemed to have been properly given by the sender if sent to the last address communicated by the addressee and shall therefore release the sender from any direct or indirect liability to the addressee.

## 24. Conciliation

**24.1** For any dispute arising out of, or in any event relating to, this General Terms and Conditions of Sale Document, the Parties expressly undertake, before bringing the matter before the courts, to make a compulsory attempt at conciliation in accordance with the procedures set out in this article.

**24.2** The request for conciliation shall be deemed to be proposed when a notice containing a detailed description of the disputed issue is sent in writing to the other party by registered letter with return receipt (or equivalent means). The attempt at conciliation may be carried out according to the modalities that the Parties shall deem most appropriate in relation to the purpose, also with the participation of a conciliator appointed by mutual agreement or, in the event of disagreement, drawn from among those proposed, in equal number, by the Parties. Any remuneration due to the conciliator shall be borne equally by both Parties.

**24.3** The conciliation procedure shall be concluded within 60 (sixty) working days from the deadline indicated in the previous paragraph. This term may be extended by mutual agreement of the Parties before the expiry date. At the expiry of the term, unless it has been extended, the conciliation attempt shall in any case be deemed to have been made.

**24.4** If the conciliation attempt is successful, the conciliation report, signed by the Parties, constitutes a settlement agreement.

## **25. Jurisdiction**

**25.1** Without prejudice to the provisions of Article 26 above, any dispute arising out of or in any way connected with the provisions of this General Conditions of Sale Document, including, without limitation, disputes relating to its existence, validity, interpretation and effectiveness, shall be decided by the Court of Milan.

## **26. Applicable law**

**26.1** The interpretation and execution of this General Terms and Conditions Document, as well as the relationship between the Parties arising therefrom, shall be governed by Italian law.

## **27. Interpretation of the General Terms and Conditions Document**

**27.1** The technical, business and commercial terms contained in this Document of General Terms and Conditions of Sale, unless expressly defined in Article 2 of the Document of General Terms and Conditions of Sale, shall be interpreted in the common sense and in the current meaning that they have in the specific area of reference and in accordance with good faith.

**27.2** If any of the documents annexed to this Document of General Terms and Conditions of Sale contain provisions that conflict with those of this Document of General Terms and Conditions of Sale, the latter shall prevail.

## **28. Completeness Clause**

**28.1** This Document of General Terms and Conditions of Sale constitutes a complete agreement between the Parties with respect to its subject matter and therefore cancels and supersedes any prior written or oral agreement that may have existed between the Parties on the same subject matter.

**28.2** No amendment, addendum or clause however added to this General Terms and Conditions Document shall be valid and effective between the Parties unless specifically and expressly approved in writing by both Parties.

**28.3** For all matters not provided for herein, the Parties undertake to enter into negotiations in order to settle in good faith such matters as may arise from time to time.

## **29. Acquiescence**

**29.1** Unless expressly agreed in writing by the Party entitled to rely thereon, failure to exercise rights, faculties or options provided for herein shall not constitute acquiescence or waiver thereof.

## **30. Invalidity or partial ineffectiveness of the General Terms and Conditions Document**

**30.1** If one or more of the clauses of this Document of General Terms and Conditions of Sale is held to be null and void, voidable or otherwise ineffective by the competent judicial authority, such nullity, voidability or ineffectiveness shall in no event affect the remaining clauses, such clauses being understood to have been modified to the extent and in the sense necessary for the competent judicial authority to deem them valid and effective, in accordance with the presumed or presumed common intention of the Parties.

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The Parties mutually acknowledge that they have carefully read and expressly approve in its entirety and in its entirety this General Conditions of Sale Document and its Annexes, i.e:

Annex 1 - User Manuals and Legal and Privacy Application Documents

Annex 2 - ON-SITE ASSISTANCE SERVICE - SUPPLY METHODS

Annex 3 - Service Level Agreement

Annex 4 -Data Processing Agreement

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that he/she has carefully read and expressly accepts the following clauses: 4.4, 4.6, 5.2, 7.2, 9.2, 9.5, 9.6, 9.7, 9.8, 9.9, 12.2, 14.6, 15.2, 15.4, 15.5, 15.6, 15.7, 15.8, 16.5, 18.1, 18.3, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.1, 20.3, 23.2, 24.1, 24.2, 24.3, 25.1, 26.1, 28.2 e 30.1.



## Annex 1

### User manuals and legal and privacy application documents

#### Luckey and Otello User Manual

With reference to Article 5.1 of this contract, the application manual is available in its latest version:

- at <http://bit.ly/31PUFis>
- within Luckey or Otello Web under Settings/Support
- can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)

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#### Terms and conditions of use of Luckey or Otello Guest

With reference to Article 2.1 of this contract, the Terms and Conditions of Use of Luckey or Otello Guest are available:

- Luckey: at <https://jago.cloud/legal/luckey/guest/terms>
- Otello: at <https://jago.cloud/legal/otello/guest/terms>
- can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)

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#### Information on the processing of personal data by Luckey or Otello Guest

With reference to Article 2.1 of this contract, the Information on the Processing of Personal Data by Luckey or Otello Guest is available:

- Luckey: at <https://jago.cloud/legal/luckey/guest/privacy/>
- Otello: at <https://jago.cloud/legal/otello/guest/privacy/>
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- Otello: at <https://jago.cloud/legal/otello/host/privacy>
- can be requested from technical support at [support@sofialocks.com](mailto:support@sofialocks.com)

## Annex 2 ON-SITE SERVICE - MODE OF SUPPLY

Sofia offers an annual on-site maintenance contract in order to guarantee support in the event of extraordinary events (e.g. hardware failure or severe malfunctioning). On-site support requires the payment of an annual fee, which is to be understood as insurance against the possibility of an unforeseeable failure. In fact, the annual fee covers Sofia's willingness to intervene at the building where the access control system is installed within the agreed time and manner. The assistance is provided directly by Sofia's technicians (or by a certified subcontractor of Sofia).

To access the In-Situ Service, the customer must ensure that

- the system on which the service is offered has not been modified since the initial delivery, nor has it been tampered with;
- the amount of spare parts available to the customer equals at least 5% of the total hardware of the installation, approximated in excess;
- the customer has its own technician who is able to carry out first intervention after training by Sofia;

If any of the aforementioned conditions are not fulfilled during the contract period, the guarantees of the In-Situ Service are suspended. The guarantees are immediately reinstated as soon as all conditions are fulfilled. In particular, in case of tampering of the system, the in-situ intervention by Sofia shall be considered as an extra to the agreed In-Situ Assistance Service and shall be remunerated at a cost of 150€ per hour VAT excluded.

Sofia will provide the necessary training and certification to the customer's technician (or facility manager) at the cost of the additional daily rate (product code 2019-SOFIA-ADD-WD) plus accommodation, meals, lodging and travel, if applicable. Sofia will not provide In-Situ Support if the certified technician has not already replaced the defective hardware and reconfigured the system, if appropriate for the specific failure event. If this replacement process performed by the aforementioned local technician does not resolve the malfunction event, Sofia will send its own technicians to the system to provide on-site assistance. In summary, the maintenance procedure follows the following process:

- At time T0, a hardware accident occurs
- At T1, the customer reports the incident to Sofia by e-mail. Sofia deals with the ticket within 4 working hours (working hours are Monday to Friday, 9 a.m. / 6 p.m. CET, excluding public holidays).
- At instant T2, Sofia has carried out all the required checks and reports to the customer. If the malfunction relates to an in-situ problem (e.g. hardware problem), Sofia notifies the customer's local technician (or facility manager), who must arrange for an initial repair to be carried out in situ.
- At instant T3, the customer's technician performs local intervention procedures with Sofia's remote assistance.
- At T4, if the hardware replacement solves the problem, the incident ticket is closed; otherwise, Sofia sends its technicians or a certified partner to the customer's building within 48 working hours from T4.

The in-situ service is available from Monday to Friday, from 9 a.m. to 6 p.m. (Italian time zone), on working days only. Excluded are the week of 25 December, the week of 1 January, Easter week, the week before 15 August, the week after 15 August, as well as all national and local holidays.

The on-site service relates only to electronic products that are part of the system: this excludes work on the building's electrical system or mechanical components of the lock or fixtures. If the number of days included in the on-site service tariff is not used by the customer during the year, these will be lost: this is due to the fact that the customer acquires the right to call the supplier within an agreed framework of rules.

Depending on the package purchased by the customer with an order form indicating the product code of the in-situ service package purchased and the period of validity of the package, the customer is entitled to a maximum number of in-situ interventions according to the conditions set out above. The available packages are shown in the table below:

Code	Description	Annual price (+VAT)
2019-SOFIA-PLNT-ONSITE-MNT12	On-site assistance; maximum 12 interventions per year included.	As per price list, quotation, order form or invoice
2019-SOFIA-PLNT-ONSITE-MNT16	On-site assistance; maximum 16 interventions per year included.	As per price list, quotation, order form or invoice
2019-SOFIA-PLNT-ONSITE-MNT20	On-site assistance; maximum 20 interventions per year included.	As per price list, quotation, order form or invoice

The On-Site Service is only available in the provinces of Milan, Como, Varese and Bergamo. If the customer exceeds the number of days included in the on-site service rate, the additional standard rate for the working day (2019-SOFIA-ADD-WD) will be applied.

## Annex 3

# Service Level Agreement

### 1. Description of Services Covered

This Service and Support Level Commitment ("SLA") covers the following service levels in relation to the Subscription Service: availability, problem response support, problem resolution support, and system performance. Definitions

- "Function/Functionality" means a material feature or functionality described in the Subscription Service Specifications.
- "Scheduled Uptime" means all hours (i.e. 24 x 7 x 365).
- "Subscription Service Availability" means the percentage of time that the Subscription Service is in service and fully available for access and data input by the Client, and is calculated as follows: for each month, the aggregate amount of actual uptime expressed as a percentage of the Scheduled Uptime (i.e. Subscription Service Availability = Actual Uptime/Scheduled Uptime). When the Subscription Service is not in service and not fully available for access and data input by the Client, the Subscription Service shall be deemed to be "Unavailable" as such term is used in the table in Section 3 below.

### 2. Response & Resolution Service Levels

Service Level Credits will be owed by Sofia Locks to the Client only if Sofia Locks fails to meet the service availability thresholds set forth in Section 3 below.

Service	Service Level
Subscription Service Availability	95,00% of uptime for Host & Managers (on a monthly basis) 99,00% of uptime for Guests (on a monthly basis)

### 3. Problem Response & Resolution Service Levels

Sofia Locks will respond to and resolve problems identified by the Client as set forth in the table below. In addition, once a problem has been reported, during the time period in which Sofia Locks is seeking to fix that problem, additional reportings of the same problem do not restart the time period for resolving such problem.

Problem Severity Level	Response Time Service Level	Resolution Time Service Level
Level 1: A Function is unavailable and prevents to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to and Sofia Locks's senior engineers will commence efforts to fix Level 1 problems within 30 minutes after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.	Sofia Locks will use commercially reasonable efforts, twenty four (24) hours per day, seven (7) days per week, to as quickly as possible resolve or provide the Client with an acceptable workaround for the applicable Level 1 problem.
Level 2: A Function is unavailable but does not prevent to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to and will commence efforts to fix Level 2 problems no later than eight (8) business hours after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.	Sofia Locks will use commercially reasonable efforts, during normal business hours, to resolve or provide Subscriber with an acceptable solution for the Level 2 problem within seven (7) business days after the Client reports such problem or Sofia Locks's detection of such problem, whichever is earlier.
Level 3: A Function is impaired but does not prevent to access the room or the Building for all credentials and configurations already present in the system	Sofia Locks will respond to Level 3 problems within one hundred twenty (120) hours for Enterprise Support Subscribers, after the Client reports such problem or Sofia Locks's detection of such problem,	Sofia Locks will resolve or provide the Client with a reasonably acceptable work around for the Level 3 problem within sixty (60) business days after the Client reports such problem or Sofia Locks's

	whichever is earlier.	detection of such problem, whichever is earlier. Sofia Locks will provide a permanent fix in the next Update.
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#### 4. Service Level Credits

4.1 The table below sets forth Service Level Credits to which the Client will be entitled to. In order to be entitled to Service Level Credits, the Client must provide Sofia Locks with written notice no later than the end of the Term during which the breach occurred:

The aggregate amount of time that the Subscription Service is Unavailable in a calendar month is more than...	OR Response Time (At least on during the month) More Than...			THEN Service Level Credit of ...
	Level 1	Level 2	Level 3	
10% of SLA	1 hour	8 hours	72 hours	5%
20% of SLA	2 hours	16 hours	96 hours	10%
30% of SLA	4 hours	120 hours	120 hours	15%

4.2 The Service Level Credits will be applied against the next payment due to Sofia Locks for the Subscription Services.

4.3 Sofia Locks will monitor its actual performance of the Subscription Service against these service levels. Sofia will have to notify the Client in case the SLA is not respected.

4.4 Scheduled maintenance will not be considered in the SLA computation. Sofia Locks will notify the Client about a scheduled maintenance two weeks before for ordinary maintenance and 24 hours before for extraordinary maintenance (for example, zero day security bugs).

4.5 If a single incident gives rise to a breach of multiple Service Levels, as determined by Sofia Locks in its reasonable judgment, then the Client will only be entitled to a Service Level Credit for the breach that is associated with the largest Service Level Credit.

## Annex 4

# Data Processing Agreement

Between the Customer, as defined in this Preamble to this document and in Section 2 "Definitions"

AND

**Sofia s.r.l.** (hereinafter, "**Sofia**"), a limited liability company formed under the laws of Italy with registered address in Pisogne (BS), Via San Girolamo 13, Tax ID / VAT number IT 09129330966, email: info@sofia-srl.it, PEC [certified email]: sofiasrl2015@legalmail.it, by and through its pro-tempore legal representative, Licensed Engineer Alessandro Antonio Nacci, Tax ID number NCCLSN87R21C933C;

### WHEREAS:

(A) Sofia manufactures and sells technical solutions based on cloud platforms used to remotely control accesses to physical gates. To wit, and insofar as germane to the instant engagement, Sofia manufactures and sells a technical solution called "Luckey" in a SaaS format, which, upon interacting with Sofia's cloud platform, allows for the creation and management of log-in credentials used to pass through physical gates equipped with intelligent locks ("Smart Locks").

(B) The Client is a natural or legal person who manages the access control of buildings owned by him or rented or managed. In particular, and to the extent relevant for the purposes of this designation deed, the Customer, in the management of these spaces, must manage and register the access to these spaces of a potentially considerable number of users of the same.

(C) with deed signed on the date of the purchase order confirmation by the Customer, the Customer and Sofia executed a contract (hereinafter, "Contract") for the purpose of Sofia's providing the Customer, in exchange for valuable consideration, both the Service and all physical components needed to utilise the same (hereinafter, "Hardware") along with certain accessory services.

(D) Consequently, as the Customer will be utilising the Service, Sofia will be required to process the personal data of those using the Service, and as against whom Customer is acting as "Data Controller" pursuant to the provisions of EU Regulation no. 679/2016, as well as pursuant to any applicable Italian privacy law.

### NOW THEREFORE, The Parties Agree as follows:

#### 1. Value of the Recitals

1.1 The Premises constitute an integral and substantive part of the instant Agreement; the Parties therefore intend for the Recitals to be utilised in construing the Agreement. The Parties warrant the truthfulness and essential nature, for purposes including interpreting the instant Data Processing Agreement, of all facts set forth herein, and all representations made in the Recitals.

#### 2. Definitions

2.1 For purposes of the instant Annex, the following terms, when capitalised, shall have the meaning stated below:

- "Standard Contractual Clauses": denotes the contractual boilerplate used for the transfer of personal data from a Data Controller located in the European Union to a Non-EEC Entity acting as a Processor, as promulgated as part of European Commission's Decision no. 2010/87/CE, as subsequently amended.
- "EEA" means the European Economic Area (made up of the European Member States as well as Iceland, Liechtenstein, and Norway);
- "Guest": denotes the party who uses a mobile app called "Luckey" to pass through one or more gates within a System.
- "System": the set of gates traceable to a specific ACS - CD (Access Control System - Cloud Domain) and managed by Manager.
- "Manager": denotes the party who uses a mobile app called "Luckey Web" to use the Service on Customer's behalf for the purpose of managing the set of gates identified as a System.
- "Platform": denotes Sofia's cloud-based ACS platform called "Luckey".
- "Regulation": means EU Regulation no. 2016/679 of the European Parliament and Council of 27 April 2016 regarding protections afforded natural persons in the processing of their personal data, as well as the free circulation of the same, which repealed Directive 95/46/EC (General Data Protection Regulation).
- "Data Processor": means Sofia.
- "Service": means the gate-opening service predicated on the IT System.
- "IT System": means the information-technology system entitled "Luckey" made up of software applications called "Luckey Web" and "Luckey Web", respectively, as well as (if applicable) the software module called "Bookey", which interact with the Platform.
- "Data Controller": denotes Customer and its affiliates.
- "User": identifies the natural person who uses the IT System to manage the service (for any Manager) or to open those gates needed to access the co-working spaces managed by Customer (for any Guest).

#### 3. Appointment of a Data Processor

**3.1** The Customer, through the instant deed, hereby appoints Sofia, pursuant to Art. 28 of the Regulation, as Data Processor for all Users for whom Customer is acting as Data Controller.

**3.2** The instant engagement serves to task the aforementioned Data Processor with acquiring, logging, processing, and generally handling all User personal data for which Customer is acting as Data Controller within the scope of any instructions provided (and which shall hereafter be provided) by Data Controller; moreover, they shall be limited to those processing purposes required to carry out the operations implicit in proper IT System functioning.

**3.3** More specifically, the appointment involves the processing of biographical personal data, email addresses, mobile UUID, and the date, time, and gate through which User passed.

#### **4. Duties of the Appointed Processor.**

**4.1** In consideration for the aforementioned appointment, Data Processor undertakes to process personal data within the scope of those instructions appearing in point 3.2, *supra*, and all applicable privacy regulations with which, by signing the instant Agreement, Data Processor represents it is familiar.

**4.2** To wit, Data Processor undertakes to carry out the aforementioned processing by:

- a) implementing the most appropriate measures aimed at ensuring compliance with those personal-data collection modalities and requirements set forth in Chapter II of the Regulation, as well as any applicable provision of Italian law;
- b) allowing all data subjects to exercise their rights under Chapter III of the Regulation, in the form, manner, and scenarios contemplated therein, providing support to Data Controller using sufficient technical and organisational measures insofar as possible, in order to discharge the duty to process requests to exercise data-subject rights under the aforementioned Chapter III of the Regulation; moreover, where the request to exercise such rights is submitted to Data Processor directly, the latter pledges to forward such request promptly to Data Controller, who shall then reply directly to the same;
- c) implementing those security measures required under Art. 32 et seq. of the Regulation, in addition to those contemplated under any applicable Italian law or regulation and/or by the practices and procedures of any authority with jurisdiction over the matter and/or the European Commission for Data Protection as identified *infra*;
- d) maintaining the Record required under Art. 30 of the Regulation, for purposes including processing performed under the terms of the instant Agreement;
- e) complying, as a general matter, with all applicable data-protection and privacy regulations, as well as complying with any court and/or administrative orders issued by any authority with jurisdiction over the matter;

**4.3** Data Processor is required to alert Data Controller promptly should it find, in Data Processor's opinion, that an instruction violates European Union data-protection law, or any applicable Italian privacy law.

**4.4** Data Processor undertakes to fill out and submit any questionnaire that Data Controller might administer in order to ensure compliance with all applicable data-processing laws, as well as instructions provided by the same.

**4.5** For purposes relating to point 4.4, *supra*, Data Processor shall moreover, be required to make available to Data Controller all information necessary to prove compliance with any duty arising from the appointment, as well as to permit and

facilitate any auditing, including inspections, as may be carried out by Controller or by a party appointed to such purpose by the same.

#### **5. Storage of Personal Data**

**5.1** The personal data subject to processing shall be retained to the extent necessary to carry out the engagement, and for so long as needed to pursue the purposes for which they were collected.

#### **6. Authorisation to Appoint Sub-Processors**

**6.1** Data Controller, pursuant to Art. 28, paragraph 2 of the Regulation, hereby grants Data Processor the authority to appoint other data processors in accordance with the provisions of Art. 28 of the Regulation, where Data Processor, for purposes of data processing, has outsourced certain services and/or performance falling within Data Processor's scope of duties to a natural or legal person.

**6.2** When the personal data are processed by Sub-Processors based outside of the EEA, Data Controller, through the instant Agreement, shall likewise grant Data Processor the authority to execute, in its own name and on its own behalf, the Standard Contractual Clauses for the transfer of data to such Data Sub-Processors.

**6.3** In such cases, the duty incumbent upon Data Processor to provide notice to Data Controller pursuant to Art. 28, paragraph 2, second sentence, of the Regulation shall stand.

#### **8. Persons Authorised to Process Personal Data**

**8.1** Data Processor warrants the reliability of any employee and/or associate authorised to conduct processing pursuant to Art. 29 of the Regulation, or who otherwise accesses or processes the personal data subject to the instant appointment; furthermore, Data Processor warrants that such parties have received sufficient training on data protection and management, and that they are likewise bound to the duty of confidentiality assumed by Data Processor itself.

**8.2** Moreover, Sofia shall be deemed directly liable for any unauthorised disclosure or processing of personal data arising from the operations of such parties.

#### **9. Processing Security**

**9.1** Pursuant to the provisions of Art. 4.2, subpart (c) of the Regulation, Data Processor shall be required, whilst the Contract is pending and pursuant to Articles 32-36 of the Regulation, taking into account the nature of the processing in question and the information available to the same, to plan for, implement, and put into action all technical and organisational measures as may be necessary, and to ensure a security level commensurate with the risk involved, with a view toward ensuring the confidentiality, integrity, and availability of the personal data subject to processing.

**9.2** Such measures shall limit the risk of accidental data loss, destruction, alteration, disclosure, as well as of unauthorised access or processing, bearing in mind the technology available at that time, and the costs of implementing the same, as well as the nature, goal, context, and purpose of the processing in question, as well as the risk that the probability of occurrence, and the severity of

the adverse event on the rights and liberties of natural persons, might be subject to change.

9.3 In light of the foregoing, Data Processor shall be required to set technical and organisational measures by:

- a) using sufficient pseudonymisation or encryption for personal data;
- b) deploying efforts sufficient to permanently ensure the confidentiality, integrity, availability, and resilience of personal-data processing systems and services;
- c) employing techniques sufficient to ensure the ability to quickly restore the availability of, and the access to, personal data in cases of any physical or technical incident;
- d) launching and continuing a procedure to test, verify, and assess the efficacy of technical and organisational measures in order to ensure the security of processing performed on personal data subject to processing.

9.4 Data Processor is required to alert Data Controller of any suspected breach of the personal data subject to the Contract no later than twenty-four (24) hours from Data Processor's notice of the same.

9.5 Such notice shall include reasonably detailed information on the actual or suspected breach, and at a minimum a description of:

- a) the nature of the personal-data breach including, if and where possible, the categories and approximate number of data subjects involved, as well as the categories and approximate number of records of the personal data in question;
- b) the probable consequences of the personal-data breach;

Milan,

on the date of the purchase confirmation

The Customer

- c) the steps taken or proposed for implementation to cure the personal-data breach, and if applicable, to mitigate the negative consequences thereof.

9.6 Should it be impossible to provide such information at the time of notice of the adverse event, these may be provided thereafter without undue delay upon Data Processor's being on notice of the same.

#### 10. Liability; Breach of the Appointment.

10.1 Should one or more duties contemplated in the foregoing articles be breached, Data Controller shall have the option to rescind the appointment as well as any other option available under applicable privacy and data-protection laws; alternatively, at its discretion, either separately or cumulatively, by sending notice of the termination of the instant appointment due to breach through a registered letter with advice of receipt (or equivalent method), subject to the right to seek greater damages at law.

#### 11. Term of Processing; Agreement Termination

11.1 The data processing for which a Processor has been appointed shall be for the period that the Contract is in effect. Should the Contract itself be terminated for any reason, then so too shall the Data Processor Appointment terminate.

11.2 Should the Data Processor Appointment be terminated for any reason, Sofia shall be required to return all processed personal data to Data Controller, deleting any existing copies thereof, provided there is no countervailing statutory or regulatory duty of retention.

For Sofia s.r.l.  
Legal Representative  
(Alessandro Antonio Nacci)