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1. General provisions.

- (a) The following definitions are used hereinafter in this document:
- a. "Sinapsi": means Sinapsi Srl with headquarters at Via delle Querce 11/13, 06083 Bastia Umbra, Perugia, Italy;
 - b. "Application": means the services and applications provided by Sinapsi; hereinafter "the Application" or "Application".
 - c. "Device": means the hardware that makes use of the Application produced by Sinapsi;
 - d. "User": means the person, company or corporation that registers for the Sinapsi Applications and/or the Sinapsi eCommerce and that assumes ownership of the devices where present.
 - e. "User Data" and/or "Credentials": means name, surname, postal code, city, email address, password, identification data or any other data provided or requested.
 - f. "Data" means the information transmitted through the "chain 2" protocol by the "Device"
- (b) The following Conditions regulate the Sinapsi s.r.l. Applications, based in Bastia Umbra (PG) at via delle Querce n.11/13; hereinafter "Sinapsi". These Terms and Conditions of Use must be accepted in order to use the Application. The activation of the profile by the User shall be considered as acceptance from that moment onwards of these Terms and Conditions of Use.
- (c) Sinapsi may make modifications to these Terms and Conditions of Use. In this regard, at least 7 days' notice will be given before the changes take effect, during which time the User may reject the changes by closing their account.
- (d) Sinapsi may suspend access to the Application, without any notice or liability, in the event of violations of these Terms and Conditions of Use.

2. Activating the Application.

- (a) Access to the Application is password protected, where applicable. In the interest of the security of commercial transactions, only registered Users may access the Application. Sinapsi has the right, at any time and without obligation to provide reasons, to deny the User the right to access the password-protected area by blocking their User Data (as defined below), in particular if the User:
- a. uses false data for registration purposes;
 - b. violates these Terms and Conditions of Use or neglects his/her duty of care towards the User Data;
 - c. violates any applicable law in accessing or using the Sinapsi Application;
- (b) For registration purposes, the User must provide accurate information and, if such information changes over time, update such information (to the extent possible) without undue delay. Users must ensure that their email address, as provided to Sinapsi, is an address at which the User can be contacted.
- (c) Upon registration, Users acquire the ability to access the Application using the Data provided, email address and password, where applicable ("Credentials").
- (d) Upon activation of the service and/or device, the User self-declares and accepts ownership of the device, aware of the penalties in case of false declarations.
- (e) The User may request the termination of their registration in writing at any time, provided that the cancellation does not violate the proper performance of the contractual relationship. In such case, Sinapsi will remove all User Data and other personal data of the User as soon as such data are no longer necessary.

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- (f) Users are responsible for maintaining the security of their account by diligently safeguarding the User Data and Credentials and not disclosing them to third parties. Users are also fully responsible for all activities occurring under the account and for any other actions taken in relation to the account.
- (g) Sinapsi shall not be liable for any act or omission by the User, including any damages of any kind incurred as a result of such acts or omissions. The personal information provided to Sinapsi for the purpose of creating and maintaining your account is governed by Sinapsi's Privacy Policy.
- (h) In the case of use of the Application by companies or public entities, it is assumed that such companies or entities are represented by the User and that the User has adequate knowledge and acts accordingly.

3. Application Features.

- (a) The Services and the data provided must not be used in an abusive manner, in particular the following conduct is not allowed:
 - a. Cyber attacks of any kind (by way of example "Denial of Service");
 - b. Violation of the property rights of third parties;
 - c. Attempting to damage another computer or a network;
 - d. Spam or phishing
 - e. Illicit or illegal activities of any kind.
- (b) In the event that Sinapsi considers that the Application is not being used in accordance with the above, or has reason to believe that any regulations are being violated, Sinapsi reserves the right to immediately discontinue the Application. In this case, the Application will be considered immediately terminated, without prejudice to the right of Sinapsi to request compensation for any damages suffered and without anything being due to the User. Users may not request reimbursement of the fee, even partial, in the event of interruption of the Application due to a cause attributable to them.
- (c) If the User or their appointees do not follow the operating or maintenance instructions, modify the products, replace parts of the products or if the device or part of it is damaged by incorrect installation or use, the User is required to compensate Sinapsi for any damage incurred. The User undertakes to immediately report any faults or malfunctions to Sinapsi, as soon as they become aware of them. Users are responsible for the repair costs caused to Sinapsi and/or third parties, for any breakdowns attributable to the Users or those acting on their behalf, including failures caused by external factors, such as chemical, electrical or electrolytic interference or other circumstances, also due to force majeure for which Sinapsi is not in any case responsible. This also applies to all costs arising from interventions by Users or those acting on their behalf, including any intervention costs and travel expenses. In relation to this contract, the User will guarantee the correct maintenance and upkeep of the operational functions of the Sinapsi Devices in accordance with the applicable legal provisions.
- (d) The User acknowledges that the Application is characterised by constantly evolving technology. Sinapsi therefore reserves the right to modify the technical and economic features, where provided, of the Application even during the provision of the Application itself for justified technical or commercial reasons, such as, by way of example, in the event of changes in current legislation or provisions by the relevant Authorities, or increases in the costs related to the use of technological services, such as network connection, hosting or electricity, and without any compensation or reimbursement being due as a result of such changes, even in the event that the possible lack of consent by the "User" entails limitations and shortcomings in the operation of the Devices. The aforementioned changes will take effect thirty days from

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the date of their notification, which may take place through publication on the www.sinapsitech.it Website or by email.

- (e) Sinapsi also reserves the right to: a) integrate or modify its operating systems, access and security procedures and the standard technical characteristics recommended for the User's equipment; b) change the type and location of the equipment of the processing system used for the provision of the Application, as well as of the related software programs; c) modify or delete one or more features of the Application, all without any compensation or reimbursement being due as a result of such additions or modifications or deletions, which the "User" expressly waives. The User shall have the right, in the event referred to in letter c), to terminate the Contract in advance, where provided, by written notice to be sent no later than 30 days following receipt of the notice from Sinapsi, to the following email address: amministrazione@sinapsitech.it. If the User fails to exercise the right of withdrawal within the terms and conditions indicated above, the changes will be deemed definitively acknowledged and accepted.

4. User's obligations.

The Services and the data provided must not be used improperly. The User must, in particular:

- (a) not transmit unsolicited and legally prohibited information, materials, or other services;
- (b) not engage in illegal contacts;
- (c) not upload to the Internet any information or references regarding illegal or immoral content.
- (d) The User, in providing the requested data, Credentials and User Data, and through the confidential access credentials, must use suitable minimization and pseudo-minimization techniques.
- (e) The User guarantees that the User Data is not accessible to third parties and is responsible for all transactions and other activities carried out within the scope of their User Data. If, and to the extent that, the User becomes aware of the fact that third parties are abusing their User Data, the User must immediately notify Sinapsi in writing or, where appropriate, by email.

5. Use of "Data"

- (a) The Data Controller is allowed to share the Consumption Data with other subjects. However, in such cases, Sinapsi Srl is not responsible for any illegal use.
- (b) It is Sinapsi Srl's right to use the consumption data of the Data Controller and/or transfer said Consumption Data from the Sinapsi Srl Cloud to third party systems, so as to allow the monitoring and processing of said Data necessary, for example, for the profiling of consumption for commercial purposes, for the operation of MSD dispatching services (Dispatching and Flexibility Services Market), Automation Services, Network Services, Plant Monitoring, National Security Plan, so that the Data Controller, through the signing of this form, authorises Sinapsi Srl to transfer the Consumption Data to third parties, including for a fee.

6. SIM CARD Special Conditions, if present and provided by Sinapsi.

- (a) Mobile communication services/conclusion of an individual contract: the use of the Application for devices with a SIM CARD includes mobile communication services and the provision of SIM CARDS. These are provided by Sinapsi to Users exclusively for the purpose of transmitting the data acquired from the DEVICE WITH A SIM CARD to the User. The User is obliged to keep the SIM CARD safe and not to remove it from its slot.

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- (b) Use of the Mobile Communication Services by the User: the mobile communication services for data transmission are guaranteed to function by Sinapsi in the countries listed below, except for signal presence conditions which must be verified by the User and for which Sinapsi can in no way be held responsible. Browsing the Internet through an end device is not part of the Services covered by this contract.
- (c) Sinapsi periodically provides the customer with reading data via e-mail, FTP/SFTP, or other methods which, when available, at Sinapsi's sole discretion, will be listed in this contract or in any annexes connected thereto.
- (d) The services provided by Sinapsi are limited to the following countries: Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Hungary, Turkey and Switzerland.
- (e) Modification of the Services: Sinapsi reserves the right to modify the Services without notice if this is necessary to comply with legal or official specifications or for technical reasons. Such modification may occur if individual mobile communication services and/or the use of SIM cards change to comply with mandatory legal or official specifications or for technical reasons.
- (f) Improper use/sale/rights of the customer: the User must ensure that any improper use of the SIM CARD and mobile communication by third parties is excluded. In the event of misuse, the User is required to report it immediately to Sinapsi so that the SIM CARD can be deactivated immediately. In this case, the customer is liable for any damages resulting from the use of the SIM CARD by unauthorized third parties.
- (g) Sinapsi emphasizes that the transmission of data via mobile radio depends on the radio coverage and availability conditions at the installation site and that it is not possible to establish radio connections at all times, in all locations, or under particular atmospheric or geographical conditions (in particular inside enclosed premises and in so-called dead spots). The purchaser is solely responsible for verifying the radio propagation conditions at the location intended for the installation of the device. Consequently, Sinapsi assumes no guarantee or liability for the establishment of a mobile radio connection with the device at the installation location chosen by the purchaser, or for the compromised or interrupted connection. All of the above remains valid even if the User has informed Sinapsi regarding the intended installation site or other conditions before or at the time of contract conclusion.
- (h) Sinapsi wishes to point out that telecommunication services, particularly due to technical developments, changes in mobile telephony standards, and legal or regulatory provisions, may be subject to modifications. Sinapsi does not guarantee that the radio modem integrated in the device complies with technical standards or legal, statutory, or official provisions that will apply after the conclusion of the contract. Sinapsi is not obliged to adapt the radio modems to changed conditions.
- (i) Sinapsi is not responsible for the correct provision of mobile telephony services by the respective mobile service provider.
- (j) The duration of the Mobile Communication Service is indicated in the description of the device provided, at the time of order or at the time of its renewal. During the contract period, neither party shall have the right

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to withdraw from the contract. Sinapsi has an extraordinary right of withdrawal that may be exercised without notice in all cases where it is unable to provide the data, through no fault of its own, or if the mobile telephony network and other mobile telephony providers are unable to provide the customer with further local reception or in the event of customer default.

- (k) The duration of the Service is indicated in the description of the device provided, at the time of order or at the time of its renewal. During the contract period, neither party shall have the right to withdraw from the contract. Sinapsi has an extraordinary right of withdrawal that may be exercised without notice in all cases where it is unable to provide the data, through no fault of its own, or if the mobile telephony network and other mobile telephony providers are unable to provide the customer with further local reception or in the event of customer default.
- (l) The right of both parties to terminate individual contracts for just cause remains unaffected.
- (m) Sinapsi has the right to block access to the Service by the customer with immediate effect if there is evidence that the customer is making improper use of the Service (e.g., use for personal communications, violation of legal regulations, illegal behaviour, etc.).

7. Intellectual property.

The information, trademarks and other content of the Sinapsi Application may not be modified, copied, reproduced, sold, rented, used, integrated or otherwise exploited in any manner.

- (a) Except for the rights of use and other rights expressly granted herein, no other rights are granted to the User and no obligation is imposed on Sinapsi requiring the granting of further rights.
- (b) Sinapsi may use any ideas or suggestions posted by a user on the Sinapsi Application free of charge for the development, improvement, and sale of its products.

8. Hyperlinks.

The Sinapsi Application may contain hyperlinks to third-party web pages. Sinapsi assumes no responsibility for the content of such web pages and makes no representations or endorsements of such web pages or their contents as its own, as Sinapsi does not control the information contained in such web pages and is not responsible for the contents and information contained therein. The use of such web pages is at the sole risk of the User.

9. Limitation of liability.

The User expressly understands and agrees that use of the application is at their sole risk and that the services are provided "as is" and "as available".

Sinapsi provides no express warranties and disclaims all express and implied warranties relating to the Services, including express and implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the above, Sinapsi does not represent or warrant to the User that: (a) the use of the services will meet the User's needs, (b) the use of the services will be uninterrupted, timely, secure or error-free.

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Users expressly understand and agrees that Sinapsi shall not be liable to them for any direct, indirect, incidental, special, consequential and/or non-consequential damages, without exception, which may be incurred by the User, however caused. This includes, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data, cost of procurement of substitute goods or services, or other immaterial losses.

In any case, if Sinapsi is liable for any reason, the User accepts that such liability will be financially limited so that it cannot exceed an amount equivalent to the charges actually paid by the User for the Services during the six-month period prior to the event that gave rise to such liability.

The limitations of Sinapsi's liability to the User apply regardless of whether or not Sinapsi has been informed of the possibility that such losses may occur.

10. Liability for use and guarantees.

- (a) Users accept that the use of the Application is under their personal responsibility and that Sinapsi is not responsible for the content present on third-party servers which are beyond its control. The use of the Application is at the User's discretion. Sinapsi, except in cases of wilful misconduct or gross negligence, declines all responsibility for any disruptions or malfunctions and does not guarantee that the Application will not have interruptions and errors. Users are aware and accept that Sinapsi does not exercise any control over the use of the Application by the User; consequently, Sinapsi is not responsible for any illegal or fraudulent use by the User, nor does it exercise any control over the contents, whether offensive, slanderous, obscene or in any way illegal. Sinapsi is not liable for abuses or violations of intellectual property rights or any crime arising from or facilitated by the use of the Application. Sinapsi, without prejudice to the mandatory legal obligations, shall not be liable for any direct or indirect damage resulting from the use of the Application or from the inability to use it, from unauthorized access to the Application or from malfunction of data reception and transmission due to the connection on which the Application relies, including damage for loss of profits or data.
- (b) Sinapsi has no control over websites or other material hosted on such external servers. And it cannot be held responsible for any attacks and/or intrusions by third parties who become aware of the public IP address or the host name used by the User. The User therefore declares to be aware that third parties may access via the internet and overcome the protections of their systems to use them improperly to cause damage to third parties.

11. Other liabilities, viruses.

Sinapsi excludes all liability, except as provided by law, such as under the Product Liability Act or in cases of intent, gross negligence, personal injury or death, fraudulent concealment of a defect, or breach of material contractual obligations. Compensation for damage in the event of breach of contractual obligations is limited solely to direct damage, except in cases of wilful misconduct or gross negligence.

Although Sinapsi makes every effort to keep the Application free of viruses, it cannot guarantee that it is virus-free. Users are obliged, for their own protection, to adopt the necessary security measures to ensure adequate conditions and to use an anti-virus scanner before downloading any information, software or documentation.

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12. Force majeure.

Neither party shall be liable to the other party for failure to carry out its obligations, except for payment obligations, due to unavailability of communication services or energy sources or, in any case, due to facts or events not attributable to the party and beyond its control.

13. Personal data protection, jurisdiction, applicable law.

- (a) Sinapsi undertakes to comply with the regulations in force regarding data protection. Sinapsi records, processes and uses the personal and non-personal data provided by the User to fulfil its contractual obligations. With regard to the registration, processing and use of personal data, Sinapsi will exclusively use personnel or third parties who are subject to compliance with data confidentiality.
- (b) Sinapsi reserves the right to process, record and use the data provided within the Sinapsi Application on its own servers or on third-party servers.

14. Supplementary agreements.

- (a) Any additional agreement must be in writing.
- (b) Any dispute relating to the interpretation or execution of this contract shall be subject to Italian jurisdiction and only the Court of Perugia shall have jurisdiction.
- (c) The individual pages of the Sinapsi Application are managed and administered by Sinapsi and/or third parties. The pages comply with the law applicable in the country where the responsible company has its business residence. Sinapsi does not guarantee that the information, software and/or documentation of the Sinapsi Application are appropriate or available for viewing or downloading in locations outside such country. Users accessing the Sinapsi Application from a different country are solely responsible for compliance with all applicable local laws. Access to the information, software and/or documentation of the Sinapsi Application from countries where such content is illegal is prohibited.

USER'S SIGNATURE

For specific approval of the content of the articles: 3. Application Features: point (d) right to modify/integrate/delete and point (e) waiver of any compensation - 5. Use of "Data" - 10. Limitation of liability - 14. Written form, jurisdiction, applicable law.

USER'S SIGNATURE