



GENERAL TERMS AND CONDITIONS OF AGREEMENT

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PREMISES

These General Terms and Conditions govern, in conjunction with the Offer, to which they form an appendix, in addition to the other Appendices (please see below), the contractual relations between Movyon S.p.A., a company subject to the management and coordination of Autostrade per l'Italia S.p.A. (hereinafter, for the sake of brevity, also referred to as Movyon), and the Customer, concerning the Supply of Products and/or Technological Systems and/or Services defined below.

Movyon has disclosed these Terms and Conditions by making them available on the Movyon website, <https://www.movyon.com>

ARTICLE 1 DEFINITIONS

- ❖ “Appendices or Technical Appendices”: Documentation, such as, by way of example and not limited to, the following: technical specifications, signs, etc., appended to the Offer or Order Confirmation.
- ❖ “Customer”: the party requesting and/or receiving an Offer from Movyon, with related Appendices, or sending an Order to Movyon.
- ❖ “Remote Support Connection”: WAN connection enabling access by Movyon to the Technological System installed at the Customer's premises, in order to carry out technical procedures to restore the service provided by the Customer.
- ❖ “Order Confirmation”: a written communication with which Movyon confirms, to the Customer, the acceptance of the Order, thus executing the Agreement.
- ❖ “Conditions”: these General Terms and Conditions of Agreement, which are an integral and substantial part of the Offer or Order Confirmation and which must be duly signed by the Customer in acceptance.
- ❖ “Agreement”: the Offer and General Terms and Conditions and/or Order Confirmation and related Appendices as a whole.
- ❖ “Operator”: the Customer.
- ❖ “Supply”: the overall purpose of the Offer and/or Order Confirmation within the “Product” and/or “Technological System” and/or “Service” type.
- ❖ “Offer”: the document (and related Appendices) that Movyon submits to the Customer in order to check the availability of the latter to place an Order.
- ❖ “Order”: the document (and any related appendices) signed by the Customer and sent to Movyon for acceptance, with which the Customer requests Movyon to supply Products, Technological Systems and/or Services.



- ❖ “Party”: the Customer or Movyon
- ❖ “Parties”: the Customer and Movyon
- ❖ “Product”: the asset specified in the Order Confirmation and/or in the Offer
- ❖ “Technological System”: the system specified in the Order Confirmation and/or in the Offer
- ❖ “Service”: the service specified in the Order Confirmation and/or in the Offer
- ❖ “Movyon”: Movyon S.p.A, a company specialising in the areas of Research and Development and Integration of Hardware and Software Systems relating to Intelligent Transport Systems (ITS) - in terms of management, knowledge and development - especially for toll collection, safety and traffic systems.

ARTICLE 2 AGREEMENT

- 2.1 Whenever the Customer makes an Order, subject to Order Confirmation by Movyon, the related Supply shall be subject to these General Terms and Conditions which, appended to the Offer or to the aforementioned Order Confirmation, form an integral part of the Agreement.

In the event of a discrepancy between the provisions of the various contractual documents, the documents contained in the Order Confirmation and in the appended General Terms and Conditions, those contained in the Order shall prevail; any provisions contained in the Order Confirmation shall prevail over those contained in the General Terms and Conditions.

- 2.2 Any general terms and conditions of purchase of the Customer stated in the Order, unless expressly accepted by Movyon, shall not, in any case, apply.

- 2.3 If the Customer sends an Order to Movyon, the Agreement shall be executed by the Parties only when Movyon, after having submitted the related Order Confirmation with these General Terms and Conditions in appendix, receives, from said Customer, the same General Terms and Conditions signed in acceptance.

The Customer must check all the data stated in the Order Confirmation, which shall be understood as accepted by it unless said data is immediately disputed in writing.

Products and Technological Systems and Services not expressly described in the Order Confirmation shall be governed and invoiced separately under the Agreement.

- 2.4 In the event of an Offer by Movyon with these General Terms and Conditions attached, the latter must be signed in acceptance and submitted by the Customer to Movyon, along with the Offer or Order; only upon Movyon’s receipt of the Order and of the aforementioned General Terms and Conditions,



duly signed, shall Movyon submit the Order Confirmation and the Agreement shall be understood as executed by the Parties.

- 2.5 In the event of submission, by the Customer, along with the documents specified in paragraph 2.4 above, of an Order, with a discrepancy between the provisions contained in the latter with respect to those provided for in Movyon's Offer and in the appended General Terms and Conditions, the provisions contained in the Offer shall prevail over those contained in the General Terms and Conditions and in the Customer's Order.

It is understood that Movyon shall always be able to waive the provisions contained in the Offer or one or more of the articles of the General Terms and Conditions, by means of a specific written deed.

It is also understood that the Products and Technological Systems and Services not expressly described in the Offer shall be governed and invoiced separately under the Agreement.

ARTICLE 3 GENERAL PROVISIONS

- 3.1. All information exchanged between the Parties must be considered non-confidential; should the Parties intend to communicate, receive or exchange confidential information, they must undertake to stipulate and sign a specific confidentiality agreement.
- 3.2. The assignment or transfer of the Agreement within the Movyon Business Group shall not require the Customer's consent. The Customer is expressly prohibited from assigning the Agreement in full or in part, unless Movyon provides written consent thereto.
- 3.3. The Customer is responsible for the results obtained from the use/activity of the accepted Products and/or Technological Systems and/or Services.
- 3.4. In order to optimise the Services, Movyon shall be entitled, within the limits of the law, to use external contractors for certain types of intervention, without the Customer's express authorisation.
- 3.5. No modification of any term or condition contained in the Agreement shall be deemed valid unless signed and authorised in writing by each Party.
- 3.6. In the event that any clause of these Terms and Conditions and/or Confirmation is declared invalid or ineffective, the remaining clauses shall remain in full force and effect.
- 3.7. None of the terms of the Agreement shall result in the establishment, between the Parties, of any relationship or association agreement, nor shall they entitle the Customer to the right to assume obligations of any kind for and/or on behalf of Movyon, without the prior written consent of the latter.



ARTICLE 4 TERMS AND CONDITIONS OF SUPPLY

4.1 Supply of products

- 4.1.1 The Products shall be supplied according to the type and in the amount specified in the individual Supply Orders, divided into minimum batches (where applicable), as accepted in the Order Confirmation. The supply of additional Products, in the same type, with respect to the amount specified in the Order Confirmation, shall be formalised with a new Order and a related Confirmation, notwithstanding these Terms and Conditions.
- 4.1.2 Use for purposes other than those permitted by the type specified in Article 1 above is not permitted and must be subject to a specific agreement between the Parties.
- 4.1.3 The Supply shall be considered accepted once the quantitative and qualitative inspection checks have been carried out, according to the terms specified in Article 8.8 below. In the event that, as a result of the aforementioned checks, non-compliances emerge with respect to the ordered Supply, the Customer shall immediately inform Movyon, which shall arrange for the free replacement of the Products and/or individual faulty parts thereof, as specified in aforementioned Article 8.8.
- 4.1.4 In the case of Products to be installed, the Customer undertakes, under its own responsibility and at its expense, to arrange for this according to the technical specifications and instructions provided for by Movyon in the Appendices to the Offer and/or in the Order Confirmation.
- 4.1.5 In the event of sale to a VAT taxable person established in a country of the European Union other than Italy, for the purpose of applying the VAT non-taxable regime and in accordance with the provisions of the European Regulation 2018/1912 / EU, if the transport is the responsibility of the purchaser, the same is held within the 10th of the month following the transfer to certify, via Pec, the receipt of the goods to Movyon. This duly signed declaration must include: the identification data of the purchaser, the date of release, the date and place of arrival of the goods, the description of the goods (quantity and nature), the identification of the person who accepted the goods on arrival and any other element is deemed suitable to demonstrate in an incontrovertible way the actual transfer .

4.2 Technological System Supply

- 4.2.1. The Technological System shall be supplied with all or part of the elements specified in the Offer and/or in the Order Confirmation.
- 4.2.2. The Supply shall be deemed accepted in all parts or in individual parts according to the procedures specified in Article 4.1.3 above and Article 8.8 below.
- 4.2.3. The installation of the Technological System is carried out under the responsibility and at the expense of the Customer, according to the technical specifications of the System stated in the Appendix to the



Offer or Confirmation Order and, where necessary, upon Movyon's inspection of site in which the installation is to be carried out. Movyon shall not be liable for any malfunctions of the Technological System in the event that the installation by the Customer is not carried out in a workmanlike manner and does therefore not enable the functioning of the remote support connection, where applicable.

4.2.4. The Technological System software is licensed by Movyon to the Customer, according to the terms and conditions provided for by Article 16 below, as of the delivery of said System or of its individual parts for the entire term of the Service(s), as specified in Article 4.3.2 below.

4.2.5. In the event of the early or natural expiry of the aforementioned Service(s), the software shall be disabled, as provided for by aforementioned Article 4.3.2

4.3 Supply of Services

4.3.1. Services shall be provided according to the type, features and procedures specified in the Offer and/or Order Confirmation (and related appendices), subject to availability (where applicable) of the Remote Support Connection, as well as, where required, the electronic connection(s) specified by Movyon, with which the Customer must equip itself, under its own responsibility at its own expense, for the correct functioning of the activated Technological System.

4.3.2. The Services provided shall start from the date of activation of the Technological System and, in any case, no later than 30 days after the Testing date, as specified in Article 13 below. The Service term shall be that specified in the Offer or in the Order Confirmation, unless cancelled by either Party, by registered letter with return receipt within 6 months of the expiry date stated in the Order Confirmation or in the Offer; in this case, the Parties shall provide for the activities specified in Article 19.2 below.

4.3.3. Support and maintenance of the telecommunications network, system engineering works, software and hardware upgrades of existing systems in the Customer premises and support of systems for managing the service provided by the Customer that are not part of Movyon's Supply are excluded from the Supply of Services.

ARTICLE 5 PRICES

5.1. The price refers to the Supply specified in its amount and type in the Offer or Order and does not include VAT, insurance or, in general, tax charges related to the sale.

5.2. The price, as specified during the Offer stage, can be modified by the Parties only if the Order is changed.



ARTICLE 6 PAYMENT AND INVOICING

- 6.1. The Payment of the Price must always be made by bank transfer to the account specified by Movyon in the invoice, according to the terms provided for in the Offer or, failing that, within 30 days of the invoice issuance date.
- 6.2. In the event of delayed payment, the Customer must pay Movyon, without default, default interest in the amount determined in accordance with Article 5 of Legislative Decree 231/2002, notwithstanding any greater damage. Any Customer complaints, including due to delays in delivery or incomplete Supply of non-essential parts, do not entitle the Customer to suspend or delay payment.
- 6.3. Unless otherwise explicitly agreed between the Parties, relating to the sole Supply of Products or of the Technological System, as specified in Articles 4.1 and 4.2 above, invoicing shall be entirely carried out at the time of shipment.
- 6.4. As regards the Supply of Services, as specified in Article 4.3 above, these shall be invoiced with the terms of the timing specified in the Offer. In the case of additional activities not included in the aforementioned Services (such as, for example, but not limited to, inspection or testing activities or in "situ" corrective maintenance activities), these, following a written request by the Customer, shall be invoiced after express acceptance by said Customer of the corresponding estimate.

ARTICLE 7 LIMITATION OF LIABILITY

- 7.1. Movyon shall not be liable for any malfunctioning (i) of the Products and/or of the Technological System, should such malfunctioning result from the Customer's failure to comply with Technical Appendices for their installation and/or operation, as well as (ii) of the electronic connections, with which the Customer must equip itself, where required, to enable the exchange of data flows between the Products and/or Technological System and its information systems.
- 7.2. Notwithstanding the mandatory limits of law, Movyon's liability in terms of the Customer for direct damages under agreement, of any nature and for any other existing form of compensation and/or by way of indemnity provided for by law and/or these General Terms and Conditions and/or by the Agreement, cannot, in any case, exceed an overall amount equal to 15% of the Price.
- 7.3. Notwithstanding the mandatory limits of law, Movyon shall not be required to compensate the Customer for loss of earnings and/or any indirect and/or mediated damages. Specifically, by way of example and without limitation, Movyon shall not be required to compensate damages related to loss of turnover, loss of profit, loss of agreement, damages resulting from failure to deliver the Supply, from the functionality of the parts sold and/or of the implemented system or of lost or delayed technical interventions and restorations that are not attributable thereto under the terms of this Agreement. In any case, Movyon shall not compensate the Customer for any damages, in any way due, that the Customer is required to compensate third parties.



7.4. In the event of conflict of interpretation, the provisions contained in this article must be considered to prevail over any other contrary provision contained in these Terms and Conditions and/or in the Agreement.

ARTICLE 8 TERMS, LOCATION AND METHOD OF DELIVERY - SHIPPING AND TRANSPORTATION - INSPECTION

8.1. The delivery time starts from the date of agreement between the Parties on all terms and conditions of Supply, as stated in the Order Confirmation.

8.2. To calculate delivery times, 90 consecutive calendar days are counted from the date specified in Article 8.1 above.

8.3. The specified delivery time is automatically extended in the case of force majeure events for period of time equivalent to the time for which said event lasts. In this case, Movyon shall not, in any case and for any reason, be liable for any direct or indirect damage caused by Supply deliveries after the specified time; the Customer in any case agrees to receive the ordered Supply, even after this time.

8.4. The delivery time shall also be extended if the Customer does not fulfil its contractual obligations in a timely manner and, specifically:

- if payments are not made on time;
- if the Customer does not provide the necessary data for the Supply by the required time;
- if the Customer requests variations during the execution of the Order;
- if the Customer delays deliveries of material or installations before or during the Supply.

8.5. If, for any reason, the physical delivery is not carried out under Movyon's control, the delivery shall be understood as having been carried out by a simple Supply notice.

8.6. Unless otherwise agreed in writing, Movyon shall supply the Products and/or Technological System to the location specified in the Order by delivering them to the Customer or to a third party appointed by said Customer. Movyon may appoint a carrier or shipping agent for shipment, selected at its sole discretion. The material shall be insured against risks resulting from transportation.

8.7. In the event that the Parties agree that the Customer is to withdraw the Supply or parts/elements thereof from Movyon's warehouse, as provided for in the Order or in the Order Confirmation, Movyon shall be entitled to charge the Customer 1% (one percent) per month of the invoice amount, in the event of failure to withdraw the material, for storage costs (in addition to the amount envisaged for non-payment). Storage shall be carried out at the Customer's risk.



- 8.8. The Customer is obliged to check the Supply and report any shortages before accepting the delivery by the carrier and, therefore, before signing the delivery note in acknowledgement of receipt. In the event of shortages, the Customer must sign the delivery note in acknowledgement of receipt only of the delivered items of the Supply and report shortages to Movyon and to the carrier by registered letter within 8 days of receiving the Supply. Failing this, the Customer loses its rights. Products/Technological Systems shall not be accepted in return, except as provided for by Article 8.10 below.
- 8.9. Movyon provides for the packaging of material according to use, remaining explicitly exempt from any liability relating to any failures and/or damages resulting from packaging that, due to fortuitous, unforeseeable or unknown conditions, the material suffers or causes during transportation.
- 8.10. Within 10 days of the delivery date, the Customer must check the Supply in terms of quantity and quality, the latter carried out on a sample basis, ensuring that it does not reveal any visible defects. In the event that the check reveals faults or non-conformities, the Customer shall inform Movyon, within 48 hours of the outcome of the test, of the anomalies found and shall request for their replacement.

ARTICLE 9 PENALTIES/DELAYS IN DELIVERY – SUSPENSION OF DELIVERY

- 9.1. Any penalties for late delivery must be expressly set out in the Order and accepted by Movyon with the Order Confirmation. Should Movyon, in the event of delay in performance, is required to pay a penalty, pursuant to and for the purposes of Article 1382 of the Italian Civil Code, this sum must be considered the only available remedy, compensation for further damages therefore remaining expressly excluded.
- 9.2. The penalty shall not be payable if the delay in performance of the service is attributable to an event of force majeure or an event not attributable to Movyon's direct liability.
- 9.3. The date as of which the Customer intends to enforce the penalty must be notified to Movyon by registered letter, without retroactive effect, as of the date of receipt of the relevant letter, being permitted. However, the penalty shall not be payable if not requested within 10 (tens) days of receipt of the delayed Supply.
- 9.4. The Customer expressly waives the payment of the amounts due by way of penalty with other amounts contractually provided for.
- 9.5. Movyon shall be entitled to suspend deliveries if the Customer makes the payment by the agreed deadline, or shall be defaulted to other obligations of the Agreement. Movyon may also suspend delivery after the conclusion of the Agreement in the event that the Customer's economic conditions are substantially modified, as well as in the case of enforcement procedures, due to a controlled administration request, prior agreement or termination of business.



ARTICLE 10 TRANSFER OF RISKS

- 10.1. Except as provided for in Article 16 below relating to the software, the Customer shall acquire ownership of the Supply, assuming the related risks resulting from delivery to said Customer, even if the installation is provided for by Movyon.
- 10.2. If shipment is delayed or made impossible due to reasons that are not attributable to Movyon, the Supply shall be deposited at the expense, risk and peril of the Customer, according to the terms provided for by Article 8.7 above.

ARTICLE 11 FORTUITOUS EVENT AND FORCE MAJEURE

- 11.1. Movyon shall not be liable for the non-fulfilment of any contractual obligation or for the delayed fulfilment caused by or resulting from: earthquake, fire, flood, pandemic, invasion, insurrection, revolt, civil or military authority order, state of alert, mobilisation, block, war, strike, trade union agitation, lockout, occupation of establishments, embargo, interruption of all types of goods transport and in any circumstances that are beyond Movyon's control, even of not expressly listed. The delivery time shall be suspended for the entire period of time for which the causes specified above delay the execution of the Agreement.

ARTICLE 12 KNOWLEDGE OF THE REQUIREMENTS - OBLIGATIONS OF THE CUSTOMER - TECHNICAL DOCUMENTATION

- 12.1. The Customer acknowledges that it is familiar with the safety regulations concerning the use of the Product and/or Technological System.
- 12.2. Each component of the Products and Technological System correspond to EC standards.
- 12.3. The Customer acknowledges that it is responsible for ensuring, at its expense, (i) the installation of the Product and/or Technological System supplied by Movyon, as well as (ii) that it equips itself with the electronic connections and/or remote support connections specified by Movyon, to be kept active for 24 hours a day, every day (including public holidays), for the operation of Movyon's Supply and (iii) that it maintains the Supply and aforementioned connections to guarantee the efficiency thereof and the correct performance of the service provided by the Customer, according to the instructions and technical specifications set out by Movyon and appended to the Offer and Order or to the Order Confirmation.
- 12.4. Movyon reserves the right to make non-substantial changes, that it deems appropriate, to its Products and/or Technological Systems at any time, notifying the Customer thereof should they affect the installation.
- 12.5. If the Customer proposes technical changes to what is provided for by Movyon in its Offer or in the technical specifications submitted, so that such proposals become mandatory application, there



must be a full written agreement between the Parties regarding the changes that such modifications may involve in relation to both the Price and the previously established delivery terms. The submission of proposed changes shall not suspend the efficacy of the contractual clauses.

- 12.6. The Customer acknowledges that it is responsible for ensuring, at its expense, any installation of horizontal and vertical signs, compatible with the physical spaces of the sites affected by said installation and according to the instructions provided by Movyon in the Appendices, as well as for notifying its customers of the information relating to the procedures for using service provided by it.

ARTICLE 13 TESTING

- 13.1. It is the Customer's right and responsibility to pay for the required tests - within the terms established in the Offer or in the Order and/or in the Order Confirmation - for the proper functioning and consequent availability/delivery of the Product or Technological System at the site. In response to Movyon's notification of the Test date, the Customer must report its presence in writing in a timely manner; if the Customer is not present at the established time, the Test shall still be carried out and the result will be notified by means of a special report.
- 13.2. In the event of a Test at the Customer's premises or at the location established by the Customer, the latter must take responsibility for the mass in full safety in the workplace, including pursuant to Article 14 below (Activities at the Customer's Premises – Safety Provisions).
- 13.3. Once the Test has been carried out with a favourable outcome, or after the period during which the Test was scheduled, normally within 20 days of the date of notification of availability for testing by Movyon, without the Customer having so requested, the Supply shall be deemed accepted by the Customer.
- 13.4. If, at the time of the Test, the Supply proves to be non-compliant with the Agreement, Movyon will have to be given the immediate opportunity to eliminate the defects as soon as possible. The repair of defects is the only remedy for which Movyon shall be responsible, excluding any other form of compensation for damages or termination of the Agreement.

ARTICLE 14 ACTIVITIES AT THE CUSTOMER'S PREMISES – SAFETY PROVISIONS

- 14.1. In the event that the activities covered by the Agreement are carried out at the Customer's premises or at third-party premises as specified by the Customer, the availability of suitable premises/sites, resources and equipment shall be guaranteed to Movyon, pursuant to and for the purposes of Legislative Decree 81/2008. Before accessing the premises/sites, appropriate documentation and necessary information relating to the safety measures adopted at said premises/sites shall also be provided. If necessary, the Interference Risk Assessment Document (DUVRI) shall be provided to the Customer with an indication of the safety costs. If the activities are carried out at third-party premises, the Customer shall ensure compliance with Legislative Decree 81/2008 by the Third Parties



concerned. In any case, the Customer assumes all responsibility and bears all costs provided for by Legislative Decree 81/2008 as regards Movyon staff and/or the staff of the parties appointed by it.

14.2. The Customer shall also inform Movyon in advance and in writing of the name of its Safety Manager for the activities to be carried out and to whom Movyon staff must report before commencing said activities. It is therefore mandatory, in the mutual interests of the Parties, in order to ensure safe working conditions, that, before commencing the activities, Movyon staff are provided for all the information, for which the Customer is responsible, relating to the safety conditions of the premises/sites in which said staff shall operate.

14.3. In the event of an accident or injury to Movyon staff, the Customer undertakes to ensure, that Movyon representatives are given free access to the location of the event to ascertain their actual causes.

ARTICLE 15 WARRANTY – COMPLAINTS

15.1. Movyon provides a warranty for Supply defects under the terms and conditions of law. Once this term has expired, the warranty shall cease, even if the Supply has not been implemented for any reason. In the event of faults or malfunctions resulting from defects that make the Supply or parts/elements thereof non-compliant with the use for which it is intended, provided that this does not depend on installation errors due to the Customer or to third parties appointed by the Customer, misuse of the Supply, lack of or incorrect maintenance, natural wear and tear, faults caused by imperfections or negligence by the Customer or due to the transportation carried out by the Customer, incorrect storage of the Supply, the Customer's failure to immediately adopt measures aimed at preventing/limiting any malfunctions, overloads with respect to the contractual limits, unauthorised interventions, tampering carried out or allowed to be carried out by the Customer, fortuitous event or force majeure, Movyon, during the warranty period, shall replace and repair the defective items as soon as possible after receipt of the complaint, which must be submitted within the term specified in Article 15.4 below. Should the repair be performed at the Customer's premises, unless otherwise agreed, all additional or related expenses shall be borne by said Customer. Otherwise, should the defect/fault be due to the incorrect environmental storage of the items of the Supply, or to incorrect use, the Customer shall be charged the related cost of the replaced item, which shall only be sent after acceptance of the estimate.

15.2. The repair or replacement shall be carried out provided that the Customer is fulfilling its obligations at that time. The Customer cannot suspend fulfilment of its obligations in all cases in which it invokes the warranty. The parts/items of a Supply replaced by Movyon shall become the property of Movyon itself.

15.3. The warranty period is 12 months as of the delivery of the Supply, even if said Supply, for any reason, has not been commissioned.

15.4. Any complaints regarding the Supply or items of the Supply that do not correspond to what is specified in the Agreement must be submitted in writing by the deadline indicated in Article 8.8



above, under penalty of forfeiture. In the case of a Technological System, this deadline is 30 days as of the start date of the activity/service for which the System was implemented, under penalty of forfeiture.

15.5. In the event of hidden defects, the above terms shall commence as of the date of their discovery. No claims shall be admitted after the warranty period, not even for hidden defects. If the complaint is timely and found to be justified, Movyon's obligation shall be limited to replace the item(s) of the Supply acknowledged to be non-compliant or to re-execute the non-confirming services, excluding any right of the Customer to request the termination of the Agreement and/or compensation for damages.

ARTICLE 16 INTELLECTUAL AND INDUSTRIAL PROPERTY - TRADEMARKS AND PATENTS

- 16.1. The Customer acknowledges that the intellectual and industrial property of the software of the Supplies covered by the Agreement is owned by Movyon. The Customer assumes the right to use said software, the licence for which is granted for a fee at a cost included in the price provided for the purchase of the Supplies, only and exclusively in relation to this Agreement and to the activities provided for herein, as better specified in the Appendix to the Offer ("Technical Specifications") and to the Order.
- 16.2. The Parties agree that this licence is not granted exclusively and does not give the Customer any right over the source programme and that all techniques, algorithms and procedures contained in the programme and in the related documentation are confidential information owned by Movyon and cannot in any way be used for purposes other than those provided for in this Agreement. It is expressly prohibited for the Customer to fully or partially copy the programmes granted in use based on this Licence, neither in printed form nor in an otherwise legible form. In any case, it is expressly prohibited for the Customer, in turn, to assign or grant the software licence to third parties, either free of charge or for a fee. The Customer undertakes to keep the contents of the software secret and to protect Movyon's property rights over said contents, undertaking not to make changes nor to fully or partially incorporate said software into other programmes, nor to decode, decompile, disassemble, modify or translate the licensed software. The Customer accepts that the software cannot be exempt from original or unexpected defects.
- 16.3. If the Customer does not comply with the rules of use of the software or breaches the prohibitions as set forth above, Movyon may demand the termination of this Licence. The termination shall operate by right pursuant to Article 1456 of the Italian Civil Code, by written notification by Movyon. In this case, Movyon may demand that the Customer provides for the return and/or destruction of all copies of the software in its possession and of all components thereof, notwithstanding the right to compensation for damages that may be incurred by Movyon.
- 16.4. The Customer undertakes to comply with the provisions of this Licence and acknowledges that it is responsible for ensuring that the use intended to be made of the licensed software is legitimate. The



Customer undertakes to use and manage the contents of the software under its responsibility. As a result, Movyon shall not be liable for direct or indirect damages caused to the Customer or to a third party as a result of the use of the software.

- 16.5. The Customer acknowledges that all rights pertaining to Movyon's image and name are and shall remain under Movyon's ownership and it undertakes to submit any methods of use thereof to Movyon's authorisation and approval. Upon termination of the contract, the Customer shall in any case be prohibited from using Movyon's trademarks. The Customer undertakes to hold Movyon harmless from any claim or request received directly by Movyon or third parties regarding intellectual property or licences concerning the Supplies.

ARTICLE 17 CONFIDENTIALITY

- 17.1. The Customer undertakes to keep all commercial and technical information provided by Movyon strictly confidential and not to disclose it to third parties, including information relating to Autostrade Group Companies, or information of which it may become aware during the execution of the Agreement. Each Party shall also keep the information and results of the other Party resulting from this Agreement confidential and shall not disclose it to third parties; it shall use said information and results for the sole purpose of exercising its rights under this Agreement. It is understood that the obligation of confidentiality binds the Parties for the entire term of the execution of this Agreement and shall survive the termination of this Agreement for 5 (five) years after its termination for any due cause. However, the Parties may only disclose Confidential Information in the following cases:

- (a) as part of a dispute resulting from, or in any case related to, the Agreement;
- (b) if the Confidential Information is in or has entered the public domain;
- (c) following the request of any public authority, supervisory body or control authority that is responsible for the Parties, in accordance with the provisions of law requiring said Party to comply with such request;
- (d) if it is necessary to provide the Information to their auditors, directors or officials who need to know such information.

- 17.2. The Parties shall agree in advance on any notification to the public and/or press release concerning the signing of this Agreement, its contents or execution, in accordance with the legal obligations, as well as any notification that is in any way associated and/or linked to this Agreement. In the event that either Party is required to make a public announcement, the Party making the announcement shall inform the other Party in advance and shall agree with said other Party on the text of said announcement. The Customer is liable to Movyon as regards the exact compliance with the confidentiality obligations described above by its employees, as well as by any subcontractors and employees of the latter.



ARTICLE 18 EXPRESS TERMINATION CLAUSE

- 18.1. Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, Movyon may terminate the Agreement in the event of any of the following non-compliances:
- a. non-payment by the Customer within the agreed terms of the Price and/or related adjustments;
 - b. non-compliance with Article 22 "Code of Ethics and Organisation Model";
 - c. non-compliance by the Customer of Article 14 (Activities at the Customer's Premises – Safety Provisions) and safety provisions of workers, workplace health and safety and environmental protection, with specific unlimited reference to Legislative Decree 81/2008 and subsequent amendments thereto;
 - d. non-compliance with the provisions of Article 16 Intellectual and Industrial Property .
- 18.2. Movyon shall notify its intention to exercise the termination clause provided for therein by means of registered letter with return receipt and/or via pec. The termination shall be carried out and shall take effect as of the date of receipt of the related notification. In this case, Movyon and the Customer shall comply with the requirements specified in Article 19.2 below.

ARTICLE 19 TERMINATION

- 19.1. Each Party may terminate the Agreement pursuant to Article 1454 of the Italian Civil Code if the other Party does not comply with its obligations, subject to formal warning to comply. If the defaulting Party fails to comply within the time limit specified in the aforementioned warning or does not provide full justifications for its conduct, or in the event of non-compliance or irreparable breaches, the Agreement shall be terminated.
- 19.2. As at the date of termination of the Agreement, Movyon shall disable the software of the Technological System and/or elements thereof and shall deactivate any Services provided. Within 30 days of the date of termination of the Agreement, the Customer is required to return/submit to Movyon the technical documentation, the data and/or Product provided to said Customer for the Supply. In this case, Movyon shall be entitled to pay for the Supplies as specified in Article 20.3 below.

ARTICLE 20 WITHDRAWAL

- 20.1. Movyon reserves the right to withdraw from this agreement, by means of registered letter with return receipt and/or pec, to be sent with at least 15 days' notice, in the event that 40 days elapse as of the Fortuitous Event or Force Majeure event, as specified in Article 11 above, or due to changes in the ownership or corporate structure of Movyon itself. The withdrawal shall be effective after 5 days of the date of the Customer's receipt of the aforementioned registered letter.



- 20.2. In this case, Movyon shall carry out the activities provided for in Article 19.2 above and the Customer shall be required to return the items specified in the same article to Movyon.
- 20.3. Movyon shall be entitled to the payment of the Supplies made/delivered and accepted by the Customer up to the date of termination of the agreement, as specified in Article 20.1 above.
- 20.4. It is understood between the Parties that, in the event of the Authority's disposal or decommissioning of the service provided by the Customer, the Agreement shall cease to produce its effects between the Parties as a result of the Customer exercising its right of withdrawal, by operating with the same procedures and terms specified in Article 20.1 above. In this case, the Customer must pay Movyon the amounts relating to the Products and/or Technological System already delivered (even if not yet installed) and to the services provided up to the date of exercising the withdrawal; specifically, as regards the Services, the entire half-year during which the withdrawal is requested shall be considered as the minimum period.

ARTICLE 21 APPLICABLE LAW AND JURISDICTION

- 21.1. The agreement must be understood to be governed exclusively by Italian law.
- 21.2. For any dispute concerning and/or associated with this Agreement, including disputes concerning its validity, interpretation, execution or termination, the Court of Rome shall have exclusive jurisdiction, with the express exclusion of any other concurrent judicial authority.

ARTICLE 22 CODE OF ETHICS; ORGANISATION, MANAGEMENT AND CONTROL MODEL AND ANTI-CORRUPTION POLICY

- 22.1. The Customer, by signing this deed, undertakes to comply with the rules and principles set out in the following documents adopted by Movyon: i) Group Code of Ethics; ii) General Part of the Organization, Management and Control Model pursuant to Legislative Decree 231/01; iii) Autostrade Group Anti-Corruption Guidelines, all published on the <https://www.movyon.com> website.
- 22.2. The aforementioned documents define the values that Movyon instils in achieving its objectives, including for the purposes of preventing the offences provided for by Legislative Decree no. 231/2001 and subsequent amendments and additions, as well as preventing further conduct preceding the commission of corruption.
- 22.3. The Parties expressly agree that Movyon S.p.A. may terminate the present contract pursuant to article 1456 of the Civil Code in the event of non-compliance with the principles established in the aforementioned documents by the Client, without prejudice to the right to compensation for the damage suffered by Movyon.



ARTICLE 23 ADDRESS – RELATIONS WITH MOVYON S.P.A.

- 23.1. In the absence of the timely notification of a change, the Customer's address, for all purposes of the relationship, including tax purposes, shall remain that stated in the Order.
- 23.2. Any written notification concerning the Agreement must be sent to Movyon S.p.A.: by registered letter with return receipt, to the address: via Bergamini 50 – 00159 Rome; or by fax, to the number 06.43634382; or to the certified email address: movyon@pec.movyon.com.
- 23.3. Movyon may modify these Terms and Condition to adapt the Service to any administrative and/or technical management needs, informing the Customer thereof at its address. In this case, the date of entry into force of the modification shall be specified, notwithstanding the Customer's option to withdraw from the service by means of written notification via the procedures specified in Article 20.4 above. In this case, Movyon shall carry out the activities provided for in Article 19.2 above and the Customer shall be required to return the items specified in the same article to Movyon.

ARTICLE 24 AGREEMENT DATA MANAGEMENT POLICY


- 24.1. Pursuant to the current legislation on privacy (Article 13 of the European Regulation 2016/679 (GDPR)), in the exclusive purpose of managing the contractual relationship, the administrative obligations of which are European Regulation 2016/679 (GDPR), informs the Customer that its personal data (personal details of the company's legal representative or data relating to the company itself in the case of single-member companies or firms) shall be processed according to the current contractual relationship between the parties and entered into and processed within its databases, for the use, on behalf of Movyon S.p.A., by Youverse S.p.A., which is appointed as Data Processor pursuant to Article 28 of the aforementioned legislation.
- 24.2. Movyon also informs the Customer that the data shall be processed only for the time necessary for the purpose specified in compliance with the principle of minimisation pursuant to Article 5.1.c) of the GDPR and possibly stored for a subsequent period to meet administrative and accounting/tax requirements, as well as for the times necessary to assert any rights in court. Movyon acknowledges the Customer's right to access, rectify, delete, limit the processing and the right to the portability of said data, in cases in which the processing is carried out using automated means, as well as to object, as provided for by Articles 15-22, to the aforementioned legislation.
- 24.3. It is expressly understood that the Customer declares having read the above statement.



24.4. The Data Controller for the purposes of this deed is Movyon S.p.A., Via A. Bergamini 50, 00159 Rome, and the Data Owner in terms of processing is Eng. Nicola Veracini, Chief Operating Officer of the Company. The Data Protection Officer for Movyon S.p.A., pursuant to Articles 37, 38 and 39 of the GDPR, can be contacted via the certified email address: dpo@pec.movyon.com, in order to exercise the rights associated with the processing of personal data.

The Customer

(date, stamp and signature)



MOVYON
Società per azioni
CEO
Eng. Lorenzo Rossi

Movyon S.p.A.
(CEO)

Pursuant to Article 1341 of the Italian Civil, the Customer specifically approves and accepts the clauses referred to in the following articles: Article 3 – General Provisions (Assignment of the Agreement, Responsibilities, External Contractors), Article 7 – Limitation of Liability, Article 8 – Terms, Location and Method of Delivery (Liability), Article 9 – Penalties/Delays in Delivery - Suspension of the Delivery, Article 10 – Transfer of Risks, Article 12 – Knowledge of the Requirements - Obligations of the Customer - Technical Documentation, Article 13 – Testing, Article 14 – Activities at the Customer’s Premises - Safety Provisions, Article 15 – Guarantees - Complaints, Article 16 – Intellectual and Industrial Property - Trademarks and Patents, Article 18 – Express Termination Clause, Article 19 – Termination, Article 20 – Withdrawal, Article 21 – Applicable Law and Jurisdiction, Article 22 – Code of Ethics, Organisation, Management and Control Model and Anti-Corruption Policy

The Customer

(date, stamp and signature)


MOVYON
Società per azioni
CEO
Eng. Lorenzo Rossi

Movyon S.p.A.
(CEO)