



GENERAL CONDITIONS // EULA

This End-User License Agreement (hereinafter referred to as "EULA") is entered into between the Customer and the Licensor, and governs the rights and obligations of the Customer regarding the use of the Licensor's Software. The terms and conditions of this EULA apply to the Software subject to the Order Form.

1. DEFINITIONS

1.1. The terms and definitions indicated below have the meaning ascribed to each of them, to be understood in both singular and plural:

"Customer": means the natural person or legal entity licensing the Software under this EULA;

"Documentation": means the updated text material accompanying and describing the use of the Software;

"Confidential Information": means all technical, industrial, financial, and/or commercial information and data, know-how, Software, and industrial secrets relevant to the activity and business of a Party, in any case transmitted to the other Party, including, by way of example but not exhaustively, samples, models, visual demonstrations, presentations, financial and economic information, computer programs and files, and, in general, any other material support in which such information is incorporated, including, without limitations, the provisions of this EULA, the Software, the Materials, individual contact information provided by one of the Parties;

"Materials": means any information, design, specification, instruction, projectware, or data (and any modification, adaptation, derivative work, or improvement) provided by the Licensor that incorporates, reinforces, or is used to apply the methodologies, processes, and know-how of configuration or implementation for the use of the Software;

"Order Form": means any order or similar document regulating the supply of the Software;

"Software": means the software products of the Licensor listed in the Order Form.

2. INTELLECTUAL PROPERTY

2.1. The Licensor is the sole and exclusive owner of the Software, Documentation, and Materials (the "Protected Materials"). All intellectual property rights, such as, by way of example, copyright, patents, rights related to inventions, logos, trade names, registered trademarks, rights to Internet domains and web addresses, specifications, know-how, trade secrets, concerning the Protected Materials, including all their derivatives, are and remain the exclusive property of the Licensor and are protected by applicable Italian and international laws on patents, copyrights, trademarks, and trade secrets. The Customer must maintain



unchanged all ownership notices incorporated or affixed to the Protected Materials.

2.2. The Customer's rights in relation to the use of the Software are limited to those expressly granted by this EULA. No other right in relation to the Software is granted to the Customer or implied.

3. LICENSE

3.1. Subject to the Customer's compliance with all the terms and conditions provided in this EULA, the Licensor grants the Customer, for the entire duration of this EULA, a limited, non-transferable, non-sublicensable, and non-exclusive license to install, execute, and use the number of units of the Software subject to the Order Form, exclusively for the Customer's internal activities, in full compliance with the Documentation.

4. RESTRICTIONS

4.1. The use of the Software for unlawful purposes and/or in violation of this EULA is prohibited.

4.2. Except with the written authorization of the Licensor, the Customer is not authorized to:

- (a) copy, in whole or in part, the Software, except for backup or operational security purposes;
- (b) provide, in whole or in part, access to the Software to third parties who are not employees, contractors, or consultants of the Customer;
- (c) modify, translate, alter, adapt, copy, reproduce, combine, or incorporate, in whole or in part, the Software;
- (d) reverse-engineer, decrypt, decompile, disassemble, or create derivative works based on the source code of the Software or underlying ideas, techniques, or algorithms, or attempt in any other way to discover the source code of the Software;
- (e) sublicense, distribute, transfer, assign, pledge, lease, rent, or commercially share the Software;
- (f) use, in whole or in part, the Software's features to provide commercial services to third parties;
- (g) use the licensed Software for a specific device on another device or use unauthorized versions of the Software.

5. EVALUATION LICENSE

5.1. Except as otherwise stated, in the event that the Software is provided for demonstration, evaluation, or other limited uses ("Evaluation Software"), the Customer agrees to use the Evaluation Software exclusively for these purposes and acknowledges that the license to use the Evaluation Software will be valid,



unless otherwise stated in writing by the Licensor, for a limited period of 90 (ninety) days, starting from the moment the Evaluation Software is made available. The license for the Evaluation Software is provided "as is," without support or warranty of any kind, express or implied, with an express disclaimer by the Licensor of any liability arising from any use of the Evaluation Software. The Customer may not disclose, disseminate, or publish the results of benchmark tests performed on the Evaluation Software without the written authorization of the Licensor. The Customer expressly authorizes the Licensor to use any ideas and/or feedback provided in relation to the Evaluation Software.

6. LIMITED WARRANTY

6.1. The Licensor warrants that for the entire duration of the contract from the delivery date ("Warranty Period"), the Software, if updated and used in accordance with the Documentation, will function in all material respects according to the functional specifications described in the Documentation.

6.2. The warranty is excluded in the following cases:

- (a) modifications or alterations of the Software made by anyone other than the Licensor;
- (b) combination, operation, and/or use of the Software with elements not permitted by the Documentation;
- (c) failure to use a new or corrected version of the Software;
- (d) installation, update, use, repair, or maintenance of the Software in contravention of the instructions provided by the Licensor and/or described in the Documentation;
- (e) abnormal physical and/or electrical stress, abnormal environmental conditions, misuse, negligence, or accidents;
- (f) errors caused by customizations.

6.3. If the Software does not function properly as warranted, the Customer is required to promptly notify the Licensor in writing within the Software's Warranty Period. The Licensor may, at its discretion, repair, replace, or refund the price already paid by the Customer. This constitutes the sole remedy available to the Customer in relation to this warranty.

6.4. Except as specified above, the Customer acknowledges that the software is provided "as is" without warranties of any kind, whether express or implied, and that, except as mandatorily provided by law in cases of willful misconduct or gross negligence, the Licensor makes no representation or warranty, express or implied, including, by way of example but not limited to, warranties of merchantability or fitness for a particular purpose or that the Software does not infringe patents, copyrights, trademarks, or other rights of third parties. The Licensor does not warrant that the functions contained in the Software will meet the Customer's requirements or that the use of the Software will be error-free. The Licensor guarantees a maximum service interruption period of 48 (forty-eight) hours due



to maintenance and updates. The Customer assumes all responsibilities and risks for choosing the Software to achieve the desired results, as well as for the installation, use, and results obtained from the use of the Software.

7. LIMITATION OF LIABILITY

7.1. Except for cases of willful misconduct or gross negligence, the Licensor, its directors, employees, agents, and suppliers shall not be liable to the Customer or any third party for any direct, indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Software or the materials, even if the Licensor has been advised of the possibility of such damages.

7.2. The Licensor in no way is responsible for the content of the data entered, collected, and conveyed by the Customer, directly or through its representatives, employees, and/or collaborators, or third parties acting on behalf of the Customer, or for the data and information transmitted through the licensed Software, for which the Customer shall be exclusively responsible, indemnifying the Licensor from any liability related to any claims by third parties against the Licensor for the content thereof, as well as for its illegal, illegitimate, and otherwise harmful use and processing, violating others' rights and/or contrary to regulatory provisions, releasing and holding harmless the Licensor from any obligation and/or claim, including penalties, as well as costs arising therefrom.

8. BACKUP OF DATA

8.1. The Licensor will provide data backup on a daily basis. In any case, the Customer is responsible for personal backup of their own data, and in such cases, the Licensor is not responsible for the protection, maintenance, loss, or destruction of the Customer's data.

9. PAYMENTS AND BILLING

9.1. Depending on the service type, the Customer will pay the prices indicated below for each user:

E-commerce Products (one-time payment, no subscription):
Products with NFC technology with standard or customizable colors and limited functionalities. At the Licensor's discretion, prices may be subject to variations, promotions, or specific discounts on products and categories;

Plus Subscription (€0.99/month or €9.99/year):



Included services: Profile Editing, Multilingual Profile, Link Sharing, Basic Smartphone APP, Unlimited Links, Unlimited OCR Scans, 1 Document, Basic Custom Layout;

Premium Subscription (€1.99/month or €19.99/year):

Included services: Profile Editing, Multilingual Profile, Link Sharing, Basic Smartphone APP, Unlimited Links, Unlimited OCR Scans, Unlimited Documents, Advanced Custom Layout, Network Statistics, Virtual Background, Smartphone Card Wallet, Lead Collection;

Business Subscription (starting from €40/year per user):

Included services: Premium functions for the entire team, Management Dashboard, Profile Certification, Advanced Statistics, Permission Management, Turnover Management, Lead Monitoring, Department Management, Standard CRM Integrations, Standard Directory Integrations, Business Support. The subscription includes the production and customized printing of Smart Cards in Bio-PVC, excluding other materials (Metal, Wood, etc.). The fee does not cover any exceptional product and service interventions, which can be carried out at the Licensor's discretion.

9.2. Payment will be made through Stripe and charged to a credit card or bank account (SEPA) upon purchase confirmation.

9.3. In case of delay in payment of invoices compared to the agreed terms, late payment interests determined in accordance with law 231/2002 will be applied, and the Licensor may suspend, by giving appropriate written notice, the Software usage license without the Customer's right to raise any exception and/or claim compensation and damages of any kind, even in case of prejudice suffered by third parties, until full payment of the capital, interests, and expenses, including legal ones. The license will be reinstated only after the Customer has provided documentary evidence of the payment.

9.4. The subscription will automatically renew for the same duration and under the same conditions unless the auto-renewal is deactivated by the Customer at least 24 hours before the end of the current subscription.

9.5. The cost for subscription renewal will be charged within 24 hours before the end of the current subscription.

9.6. Subscriptions can be managed by the Customer, and automatic renewal can be deactivated by communication via certified mail within 10 (ten) days from the renewal date, or through the Customer's Account Settings after purchasing the subscription.

9.7. The Licensor has the authority to generate discount codes valid for the first purchase or for all Customer payments.



9.8. Within 10 (ten) days of payment, the Licensor will electronically send the invoice to the Customer.

9.9. The Licensor reserves the right to modify the cost of the single license for TAC Business customers. The agreed price will remain unchanged on all subsequent purchases (minimum order: 10) by the customer, unless new provisions are agreed upon by the parties.

10. ASSIGNMENT

10.1. This EULA and the rights and obligations arising therefrom cannot be assigned by the Customer to third parties, in whole or in part, without the prior written consent of the Licensor.

11. EXPORT CONTROL

11.1. The Software, Documentation, and Materials, including information about the Software and its components, are subject to import and export controls under applicable regulations. The Customer agrees to strictly comply with all applicable import and export regulations and acknowledges their responsibility in obtaining export, re-export, transfer, or import licenses for the Software.

12. DURATION

12.1. This EULA shall remain in force for the entire term of the license, including renewals, as provided in the Order Form.

12.2. Upon expiration indicated in this Order Form, the Software usage license will automatically renew for the same duration and under the same conditions, unless the Customer sends written termination to the Licensor via certified email at least 30 (thirty) days before the expiration date.

12.3. At the end of the license's effectiveness period for any reason, the Customer must cease using the Software, as well as uninstall and permanently delete all of its components.

13. CONFIDENTIALITY

13.1. The Parties mutually undertake, for all legal purposes, to keep confidential and not disclose to third parties all Confidential Information they become aware of in the execution of this EULA.

13.2. The Parties undertake to treat and store the Confidential Information with



strict confidentiality and to protect such information using the same degree of diligence they normally use for their own confidential information.

13.3. The Parties may disclose Confidential Information only to staff who need to know it to correctly and promptly execute this EULA, provided that such personnel (i) are bound by a similar confidentiality commitment and (ii) have been informed, before disclosure, of the confidential nature of the transmitted Confidential Information.

13.4. The Parties mutually acknowledge that, under no circumstances, information shall be considered Confidential Information:

- (a) information that is already in the public domain at the time of communication, or that becomes public later, without the Parties contributing in any way and/or violating this confidentiality clause;
- (b) information that the Parties are required to communicate or disclose in compliance with legal provisions or orders of any authority, provided that in this case, the interested Party immediately notifies the other Party in writing, so that the latter can request the most appropriate judicial measures to protect its interests or other suitable remedies, or release the Party from the confidentiality obligation;
- (c) information whose disclosure has been previously authorized in writing by the Parties.

13.5. The Parties undertake to comply with the confidentiality obligations of this article for the entire duration of this EULA and, in any case, even after its expiration.

13.6. In case of termination of this EULA for any reason whatsoever, each Party shall, upon simple request from the other, return and/or destroy all information, documentation, and materials containing Confidential Information communicated to it in the execution of this EULA. In particular, this information, documentation, and materials must be returned and/or destroyed within 48 (forty-eight) hours of receiving the request.

14. EXPRESS RESOLUTORY CLAUSE

14.1. This EULA may be terminated under articles 1453 and 1454 of the Civil Code by either Party for (i) negligence and/or failure to comply with the obligations and conditions established, (ii) and/or for serious delays and suspensions of entrusted activities. In such cases, the resolution of the relationship established by this EULA may not be declared except after formal notice to comply within seven (7) days, a term that the Parties consider appropriate in relation to the nature of the activities in question. Upon expiry of this term without result, this EULA will be considered terminated by law, without prejudice to the right to claim damages.



14.2. The Licensor may proceed with the automatic resolution of this EULA, pursuant to and for the effects of art. 1456 of the Civil Code and subject to the right to claim damages, in cases where the Customer:

- (a) defaults on the non-payment (thirty days beyond the terms provided), even partial, of any of the agreed considerations;
- (b) violates the provisions of article 4;
- (c) violates the provisions of article 10.

14.3. The resolution occurs by operation of law when the Licensor notifies the Customer, via certified email or registered letter, that they intend to avail themselves of this resolute clause pursuant to art. 1456 of the Civil Code.

15. PERSONAL DATA TREATMENT

15.1. The parties to this EULA mutually authorize each other for the processing of their respective personal data exclusively for the purposes of this EULA, in full compliance with current legislation on the processing and protection of personal data.

16. "DISCIPLINE OF BRAND AND IMAGE PROTECTION"

16.1. Both parties agree not to make statements or behave in ways that may in any way damage the image and/or the name of the other Party or that may otherwise cause commercial harm to the other Party.

16.2. It is understood that the Customer's brand as well as all rights to use and exploit the image, name, and economic identity thereof are and will remain the exclusive property of the Customer, as with TAC, concerning the brand, name, and economic identity pertaining to it.

16.3. Each Party shall have the right to disclose the existence of the relationship under this Contract, by exposing the related case history, mentioning the name and business name of the other Party, on the occasion of any commercial presentations or in carrying out other marketing activities.

16.4. The exposure of the case history (on the site or on media of different nature that each Party wishes to use) will possibly be accompanied by the display of the other Party's brand, solely to ensure greater immediacy in communication.

16.5. Each Party undertakes to use the other Party's brand, solely for the purposes identified in the previous paragraph, and in any case, in the manner allowed by art. 21 of Legislative Decree no. 30/2005 (Industrial Property Code), with a purely descriptive function and without generating confusion on the market with other known distinctive signs of companies.



17. APPLICABLE LAW AND JURISDICTION

17.1. This EULA is governed by Italian law.

17.2. Any dispute arising between the parties in relation to the validity, interpretation, execution, and resolution of this EULA shall be subject to the exclusive jurisdiction of the Court of Rome, to the exclusion of any other forum, including concurrent or alternative ones.

18. FINAL CLAUSES

18.1. This EULA constitutes the entire regulation of existing interests between the Parties concerning the subject matter hereof and supersedes and replaces any previous negotiations, understandings, or agreements entered into between them, whether oral or written, relating to the aforementioned subject matter.

18.2. If one or more of the clauses contained in this Contract, or even only part of them, is or becomes invalid, unlawful, illegitimate, or otherwise ineffective, this circumstance shall not prejudice the validity, enforceability, or effectiveness of the other provisions contained therein. In such cases, the Parties undertake from now on to replace in good faith the clauses of the Contract that may prove invalid and/or ineffective with others that, as much as possible, achieve the same function.

18.3. No waiver of any right, or of asserting a default, shall be considered valid unless it is expressed in writing and signed by the waiving Party. No waiver of asserting a default shall be deemed extended even to subsequent defaults of the same nature or of a similar nature, except for an express statement to that effect by the waiving Party.

18.4. Any amendment to this Contract must be made in writing and signed by both Parties under penalty of nullity.