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FRAMEWORK AGREEMENT
ON GENERAL TERMS AND CONDITIONS FOR THE SUPPLY
OF PRODUCTS AND SERVICES PERTAINING TO THE COBO INTOUCH SYSTEM

Effective as from _____ 202__ ('Effective Date') between the following parties:

C.O.B.O. S.p.A., an Italian company with registered office at Via Tito Speri 10, 25024 Leno (BS), Italy, Tax ID No. 0896960156 and VAT ID No. 01931530982, represented for the purposes of this deed by _____ (hereinafter referred to as 'COBO')

and

_____, an Italian company with registered office at _____, tax ID No. _____, VAT ID No. _____, represented for the purposes of this deed by _____ (hereinafter referred to as the 'CUSTOMER')

WHEREAS:

- (a) COBO has developed a technology system, called COBO INTOUCH (and a COBO INTOUCH AGRI version for agriculture businesses), which offers an on-line data collection and storage service by means of communication devices fitted in hardware components. The service is based on a CLOUD platform that can monitor certain activities and functions, as well as collect and process technical data, related to industrial and agricultural machinery or logistics platforms.
- (b) The CUSTOMER is interested in purchasing and/or using the COBO INTOUCH system, either for himself or for the END USERS who will use the system.
- (c) The Parties intend to regulate in this AGREEMENT the terms and conditions applicable to the supply by COBO of the devices and services relating to the COBO INTOUCH system.

NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS:

1. Whereas clauses and definitions.

- 1.1. The whereas clauses are an integral and inseparable part of this agreement.
- 1.2. Unless it is expressly stated otherwise, the following terms, when used in this Framework Agreement with a capital letter, shall have the following meaning:
 - 1.2.1. **'Framework Agreement'** means this document, setting forth the general terms and conditions for the supply by COBO of the products and services of the COBO INTOUCH System, including the Platform Services and the related Modules and/or Packages, when applicable.
 - 1.2.2. **'Annex'** means any of the technical, commercial or contractual documents attached to this Framework Agreement, which are deemed as an integral and non-severable part of it.
 - 1.2.3. **'App'** means the mobile application known as *COBO Intouch Agri* that is made available by COBO through the web, Google Play Store and Apple App Store, subject to acceptance by the END USER of an EULA; the App is a component of the Platform and is included in its references.
 - 1.2.4. **'COBO INTOUCH'** or **'INTOUCH'** means the innovative system developed by COBO and comprising hardware devices, application software and a web Platform for data collection and analysis. When used in this Framework Agreement, the term **'COBO INTOUCH'** also includes, where applicable, the **'COBO INTOUCH AGRI'** system.
 - 1.2.5. **'COBO INTOUCH AGRI'** is the version of the COBO INTOUCH system and its components specifically intended for the business field of agriculture, with additional optional services that can be

activated.

- 1.2.6. **‘Confirmation of Order Received’** means the written document with which COBO confirms to the CUSTOMER (also electronically) that they have received the Order and that it will be processed in accordance with the order processing procedures of the company.
- 1.2.7. **‘Sale and Purchase Agreement’** means each and every transaction concluded between the Parties, for the supply of goods and services of the COBO INTOUCH system, through the exchange of Order and Confirmation of Order Received or equivalent contractual documents.
- 1.2.8. **‘Effective Date’** means the date, indicated on the first page of this Framework Agreement, from which this Framework Agreement takes effect. Each individual Sale and Purchase Agreement shall be effective as of the date indicated and for the term set forth in the individual Sale and Purchase Agreement or, if none, in the clause 12.2 of this Framework Agreement.
- 1.2.9. **‘Data and Information’** means, including but not limited to, and in relation to each piece of equipment connected to COBO INTOUCH and/or to COBO INTOUCH AGRI and/or to the App, the data and information of a technical nature concerning the identification data of the vehicles and/or devices and/or fields of the CUSTOMER and/or of the END USER, including the plans, the position and tracks over time of said equipment with tracks and displacements, speed in all dimensions as well as, for each working day and in real-time, the average engine rotation speed, the average engine torque, the average engine load, the average fuel consumption, the machine working hours, the maintenance data including the materials replaced and the maintenance costs.
- 1.2.10. **‘Personal Data’** means, including but not limited to, and in relation to each equipment connected to COBO INTOUCH and/or to COBO INTOUCH AGRI and/or to the App, the name, email, badge code associated with each operator; name, email and telephone of the owners.
- 1.2.11. **‘Industrial Property Rights’** and **‘Intellectual Property Rights’** mean all forms of protection of inventions, intellectual works and works of authorship provided for by applicable laws and treaties, including but not limited to patents, utility models, topographies of semiconductor products, trademarks, drawings and models, distinctive signs, industrial and trade secrets, copyrights, etc., whether registered, registrable or unregistered, relating to the COBO INTOUCH system, all of its components, software codes, functionalities offered, etc.
- 1.2.12. **‘EULA’** or **‘End-User License Agreement’** means the License contract that each End-User must accept, including electronic acceptance, in order to access the Platform and use the Services, Modules, Packages and App.
- 1.2.13. **‘Confidential Information’** means any technical or commercial information, including but not limited to Industrial Property Rights, software code, specifications, documents, drawings, sketches or designs, ideas, techniques, materials, samples or prototypes, disclosed or provided by COBO to the CUSTOMER and which at the time of disclosure is identified as confidential or proprietary or which clearly must be deemed confidential or proprietary due to its nature.
- 1.2.14. **‘Module’** means a section of the platform for the management of defined and specific functions, which can be activated independently, individually or in conjunction with other Modules;
- 1.2.15. **‘Order’** means a written document sent by the CUSTOMER to COBO (also by electronic transmission), requesting the supply of certain products and services, Modules and/or Packages.
- 1.2.16. **‘Package’** means a set or group of several predefined Modules.
- 1.2.17. **‘Party’** means COBO or the CUSTOMER, and **‘Parties’** means COBO and the CUSTOMER.
- 1.2.18. **‘Platform’** means the web- and cloud-based system of functionalities enabling the collection and analysis of data, forming part of the COBO INTOUCH System and including the services set out in the Modules and Packages.
- 1.2.19. **‘Quotation’** means the quotation of prices and other details for the supply of goods and services, which may be sent by COBO to the CUSTOMER prior to the issuance of an Order; the Quotation is not binding on COBO until the conclusion of a Sale and Purchase Agreement.
- 1.2.20. **‘Third Party Services’** means functionalities and services offered by or otherwise connected to the Platform or the COBO INTOUCH System, which are implemented through the use of on-line services or software functionalities owned or otherwise provided by third parties, including those better specified in Article 6.



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1.2.21. 'END USER' means a customer of the CUSTOMER or an individual identified by the CUSTOMER or a customer of the CUSTOMER, duly registered by means of a user name and password, to whom – for the duration and in accordance with the terms and conditions set out in the Sale and Purchase Agreement – COBO will allow access to the Platform and the Modules or Packages purchased.

2. Subject matter.

2.1. This Framework Agreement governs the terms and conditions applicable to the supply of goods and services, by COBO to the CUSTOMER, of:

2.1.1. hardware components and devices, as better described in the commercial documentation or in the Quotation or in any case in COBO's Confirmation of Order Received, deeming the supply and transfer of title of products, with the exception of SIM cards, which will remain the property of COBO and must be returned or destroyed at the end of the duration of this Framework Agreement, at COBO's exclusive choice, which will be notified to the CUSTOMER;

2.1.2. application software, deeming the grant of a licence to use software systems and applications, including in particular:

2.1.2.1. access to the Platform in the cloud and with web access, managed by COBO and/or by Third Party Service Providers selected by COBO, with the functionalities better described in the commercial documentation or in the Quotation or in any case in the COBO Confirmation of Order Received, also with reference to the Modules or Packages purchased by the CUSTOMER (this refers to the connection service);

2.1.2.2. the installation and use of the '*COBO Intouch Agri*' App.

2.2. Being it a new and highly innovative system, the CUSTOMER acknowledges that COBO reserves the right to modify and integrate the COBO INTOUCH system from time to time at its own discretion.

2.3. Any additional functionality may be offered to the CUSTOMER, if they are compatible with the CUSTOMER's hardware, under commercial terms to be negotiated.

2.4. In all cases in which the CUSTOMER is not the END USER of the products and services sold by COBO, the CUSTOMER undertakes to apply to the END USERS contractual terms that fully comply with the provisions of this Framework Agreement and the individual applicable Sale and Purchase Agreement. COBO assumes no direct obligation or liability towards the END USERS and the CUSTOMER shall indemnify and hold COBO harmless from any and all claims from the END USERS.

3. Commercial terms, execution of Sale and Purchase Agreements, deliveries.

3.1. Each delivery of goods and services of the COBO INTOUCH system is subject to the execution of a Sale and Purchase Agreement between the Parties. COBO, if requested by the CUSTOMER or on its own initiative, may issue a Quotation for products and services, indicating the duration of its validity, which, in the absence of any specific indication to the contrary, shall be 30 (thirty) days from its issue. However, the Quotation shall not be binding on the Parties until the stipulation of a Sale and Purchase Agreement. The execution of each Sale and Purchase Agreement shall take place by means of the transmission of a Purchase Order by the CUSTOMER, also by electronic means (Order that must comply with COBO Quotation, if issued) and shall be subject to acceptance or non-acceptance by COBO, by issuing a Confirmation of Order Received, also in electronic form.

3.2. Each Sale and Purchase Agreement shall be subject to the general terms and conditions set forth in this Framework Agreement. Any terms and conditions contained in the CUSTOMER's Order that are inconsistent with those contained in this Framework Agreement and/or COBO's Confirmation of Order Received shall be deemed to be unwritten and the CUSTOMER waives them.

3.3. Delivery of products or software updates may also be made, at COBO's discretion, by direct transfer via ftp or any other similar system.

3.4. Access to the web Platform of the COBO INTOUCH system will be enabled through the use of unique authentication credentials, delivered by COBO to the CUSTOMER – or directly to the END USER if so agreed with the CUSTOMER, who remains responsible for them in any case – via e-mail or any other system deemed appropriate by COBO. The storage and safekeeping of authentication credentials, as well as the periodic replacement of passwords, are the duty and responsibility of the END USER. COBO is expressly exempted from



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any duty of verifying the real identity of those who access the Service and their actual correspondence with the User.

4. System start-up and configuration.

- 4.1. Upon initial delivery and installation of the system, the Parties shall cooperate in order to properly start up and configure the devices, application software and data transmission. COBO may provide the technical support necessary for the first start-up of the system by the CUSTOMER or END USER, and the CUSTOMER (or END USER) shall provide the technical support necessary for the correct installation and configuration of the system on its own machines.
- 4.2. Upon the first access to the Platform and/or the first start-up of the App, each END USER will be required to accept, also by electronic means, a licence agreement (EULA).
- 4.3. The parties will jointly define the duration of an initial trial and test period for the operation of the system on the field, in order to allow its proper and final configuration. During said initial phase, COBO shall provide the CUSTOMER or the END USER, if so agreed (without prejudice to the absence of any direct obligation of COBO towards the END USER) with the reasonable support necessary for the configuration and use of the system, and the CUSTOMER and/or the END USER shall provide COBO with all information arising from the use of the system and all cooperation reasonably necessary to allow its proper configuration.
- 4.4. During the start-up phase, the Parties shall also jointly define the list of information and data to be collected through the use of the COBO INTOUCH system, according to the functionalities offered by the system and the needs of the CUSTOMER or the END USER, without prejudice to the provisions of Article 7 below.

5. IT security.

- 5.1. COBO undertakes to use and keep up-to-date, for the duration of the Sale and Purchase Agreement during which the CUSTOMER will use the COBO INTOUCH Platform, IT systems to protect the Platform from unauthorised access, data theft or corruption, computer viruses, hacking, etc.
- 5.2. The CUSTOMER acknowledges and recognises that COBO's commitment referred to in clause 5.1 above represents an obligation of means and not of result and that, given the type of technology (based on cloud-based telematic infrastructures), no guarantee can be given regarding the total absence of problems resulting from any illicit or fraudulent activities by a third-party.
- 5.3. In turn, the CUSTOMER undertakes to use only secure computer tools for accessing the Platform, equipped with operating systems and software applications that are in current use and always up-to-date, as well as suitable and regularly updated protection against computer viruses and unauthorised access in line with the state of the art. Similar instructions shall be provided by the CUSTOMER to the END USERS.
- 5.4. The CUSTOMER undertakes to keep and not to give the unique credentials for authentication and access to the COBO INTOUCH Platform to third parties, except for END USERS. The password must be carefully safeguarded and periodically replaced by the END USER. COBO may not be deemed liable under any circumstances for the consequences of unauthorised use of the unique credentials given to the CUSTOMER and/or END USERS, who shall also be exclusively responsible for them pursuant to Article 3.4 above.

6. Connectivity and other services by third-party providers.

- 6.1. The COBO INTOUCH system requires the communication and transfer of data via a connectivity system over a mobile telephone network. For this purpose, COBO, by virtue of an agreement with the provider of connectivity services, provides the CUSTOMER, together with the hardware devices and as better regulated in the documentation attached to or related to the Sale and Purchase Agreement, with one or more enabled SIM cards.
- 6.2. The CUSTOMER undertakes the obligation to keep and store the SIM cards with the utmost care and diligence.
- 6.3. The CUSTOMER undertakes to use and permit the END USERS to use the SIM cards only with the COBO devices and the COBO INTOUCH system, and exclusively for the purposes set forth in this Framework Agreement and the Sale and Purchase Agreement and in accordance with them, as well as in compliance with applicable laws. Any other use of the SIM cards provided by COBO is expressly prohibited, under penalty of termination of the Sale and Purchase Agreement and compensation for damages.

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- 6.4.** The CUSTOMER also acknowledges that the provider of the connectivity services imposes restrictions on the use of the SIM cards and the services themselves, and undertakes to ensure that the END USERS comply with them. In particular, the CUSTOMER, also for each END USER, undertakes to:
- 6.4.1.** use the SIM cards and connectivity services only in the countries authorised by the service provider and COBO, according to a list (so called 'Designated Countries') that can be found on the website: <http://www.vodafone.it>;
 - 6.4.2.** refrain from any activity and use of the SIM cards and services in countries such as Cuba, Iran, North Korea, Sudan, Syria and other countries included in restriction lists published by governmental authorities in the United States or in countries of the European Union and/or any other restrictions issued by competent governmental authorities;
 - 6.4.3.** avoid any and all use of SIM cards and services:
 - for the transmission of unlawful material;
 - for the transmission of material containing software viruses or any other invalidating or harmful program;
 - in any way that hinders or damages networks or the provision of the services;
 - in a fraudulent or criminal manner or in violation of this Agreement.
 - 6.4.4.** not to perform and not to publish or consent to the publication of benchmark results and performance tests of SIM cards, networks and services.
- 6.5.** In case of a breach of any of the clauses set forth in this Article 6, COBO and the provider of the connectivity services shall be entitled to immediately suspend the provision of the services and to disable the relevant SIM cards, without any right to compensation for the CUSTOMER or the END USERS and without prejudice to compensation for any further damage suffered by COBO.
- 6.6.** The CUSTOMER acknowledges and accepts that the provider of the connectivity services will need to carry out operations (even from time to time) of maintenance, modification and testing, during which the services may be temporarily suspended for the time necessary, without the CUSTOMER therefore having any right to compensation.
- 6.7.** The CUSTOMER acknowledges that the mapping and geo-localization services and data provided by Google Inc. and affiliated companies and their implementations are subject to Google's terms of service for the end user and, in particular, to the following terms and conditions, which the CUSTOMER declares to accept and undertakes to comply with and ensure compliance with by the END USERS, holding COBO harmless and indemnified against any liability, loss or damage resulting from their violation by the CUSTOMER or an END USER:
- Google Maps / Google Earth Additional Terms of Service, available at http://maps.google.com/help/terms_maps.html;
 - Google Maps / Google Earth Legal Notices, available at http://maps.google.com/help/legalnotices_maps.html;
 - Service's Acceptable Use Policy, available at https://enterprise.google.com/maps/terms/universal_aup.html.
- 6.8.** The CUSTOMER acknowledges that COBO, the COBO INTOUCH system and the Platform may make use of Third Party Services, in order to monitor and/or improve the System and its features and functionality, or to analyse the use of the System and the Platform (including systems such as 'Google Analytics'). The CUSTOMER expressly authorises COBO to use such Third Party Services, provided that it complies with the provisions of Articles 5 and 7, even if this entails sharing data and information collected through the COBO INTOUCH System and data relating to the use of the System and Platform by the CUSTOMER with the respective providers, solely for the purpose of providing and using the Third Party Services.
- 6.9.** The CUSTOMER acknowledges that the COBO INTOUCH System (including the INTOUCH AGRI version and the services associated with it), the Platform and the services related to the Platform, to the Modules and to the Packages make use of cloud-based IT tools and technologies developed by third party companies, which COBO avails of (including xFarm S.r.l.). The CUSTOMER therefore acknowledges and expressly accepts that the obligations, guarantees and responsibilities of COBO may not exceed the corresponding obligations, guarantees and responsibilities of the service providers and that any suspensions or interruptions not determined



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by COBO will not give rise to COBO's liability.

- 6.10.** All Third Party Services are subject to specific rules of use and licence terms, set forth by their respective owners or suppliers.
- 6.11.** The CUSTOMER is aware that the internet network, through which the Services are used, is subject to technical limits of reliability and saturation of the available bandwidth.
- 6.12.** The CUSTOMER undertakes to make END USERS aware of and have them accept all the terms, limitations and constraints set out in this Article 6.

7. Data Processing. Data and information.

- 7.1.** The Parties acknowledge and recognise that the COBO INTOUCH system is intended for the collection and processing of technical and machine operating data, while the collection, processing and handling of personal data of any kind are excluded, with the exception of data strictly necessary for the creation and identification of unique credentials for access to the system, which will be collected, processed and used solely for said purpose.
 - 7.2.** The CUSTOMER undertakes (i) not to disclose or cause to be disclosed by END USERS to COBO and not to make available or cause to be made available by END USERS on the COBO INTOUCH Platform personal data of any kind relating to its own personnel or that of third parties, except as expressly provided for in clause 7.1 above and (ii) not to use the information obtained through the COBO INTOUCH system for purposes of remote surveillance on employees.
 - 7.3.** In any case, should the CUSTOMER and/or the END USER have the possibility of combining the data collected by the COBO INTOUCH system with the identification of individual workers or with personal data of the same, it will be the duty and responsibility of the CUSTOMER and the END USER to:
 - 7.3.1.** Comply, when applicable, with the provisions of Italian Law No. 300/1970 (so-called Statute of Workers) and subsequent amendments and additions (with particular reference to Article 4 of said Law), as well as any other applicable labour law, requesting the stipulation of trade union agreements or the authorisation of the competent Territorial Labour Offices when required;
 - 7.3.2.** provide each worker or other person involved with adequate information on personal data processing;
 - 7.3.3.** comply with the requirements set out in Regulation (EU) No. 2016/679 (General Data Protection Regulation) and Italian Legislative Decree No. 196/2003 and subsequent amendments and additions, including, where applicable, prior notification to the Italian Data Protection Authority of any form of processing.
 - 7.4.** The CUSTOMER undertakes to guarantee, indemnify and hold COBO harmless from and against any consequences and/or liabilities arising from the breach of the requirements set out in this Article 7.
 - 7.5.** In addition to the foregoing, the Parties shall be subject to the terms of Confidentiality set forth in Section 8 below of this Framework Agreement.
 - 7.6.** The COBO INTOUCH system uses mapping and geo-localization data and services provided by Google, Inc. and its affiliated companies and implemented through the use of Google Maps API interfaces. In relation to these services, the Google's privacy policy is applicable, available in the current version at each time in force at the web address <http://www.google.com/policies/privacy>, which the CUSTOMER declares to accept, discharging COBO from any and all liabilities in this regard.
 - 7.7.** With regard to Data and Information, the CUSTOMER acknowledges that COBO, as a result of the provision of COBO INTOUCH and/or COBO INTOUCH AGRI and/or in the provision of its services under this Agreement may collect Data and Information in whole and/or in part. Such Data and Information in anonymous form may be used by COBO both for the fulfilment of its obligations to the CUSTOMER and, being able to hold them for this purpose for as long as deemed necessary assuming all rights, in order to carry out research and development activities and/or to perform analyses to develop new products/services and/or to improve the products/services already offered to the market.
- #### **8. Confidential Information**
- 8.1.** The Parties acknowledge that, by virtue of this Framework Agreement, the CUSTOMER may and will become aware of COBO's Confidential Information. CUSTOMER shall use COBO's Confidential Information only in



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accordance with this Framework Agreement and for purposes limited to the performance of its duties or the exercise of its rights under this Framework Agreement. For that purpose, the CUSTOMER may disclose the Confidential Information to the END USER by informing of its obligations under this Article 8. The CUSTOMER shall process and protect COBO's Confidential Information with the same diligence with which it processes its own Confidential Information, and in any event with at least a reasonable degree of care. The CUSTOMER undertakes not to disclose COBO's Confidential Information to any third party, except with COBO's prior written consent. The CUSTOMER may disclose COBO's Confidential Information within its organisation (including employees, consultants and Subcontractors) only on a strictly need-to-know basis for the purposes of this Agreement.

8.2. The provisions of clause 8.1 concerning the protection of Confidential Information shall not apply with respect to Confidential Information for which the CUSTOMER can demonstrate that:

- 8.2.1.** were in the public domain or have come into the public domain, except as a result of a breach of this Framework Agreement;
- 8.2.2.** were already and lawfully in the possession of the CUSTOMER, without any obligation of confidentiality, prior to the disclosure by COBO;
- 8.2.3.** were disclosed to the CUSTOMER, without any obligation of confidentiality, by a third party who was entitled to disclose them;
- 8.2.4.** were developed by CUSTOMER's personnel without access to COBO's Confidential Information;
- 8.2.5.** the disclosure is required by applicable law or by a valid order of a judicial or other competent public authority, provided that in such a case the CUSTOMER gives COBO prior notice of such disclosure obligation if possible and cooperates with COBO in taking all reasonable steps to safeguard the Confidential Information.

9. Warranties and limitations.

- 9.1.** COBO guarantees that the hardware products, components and devices supplied to the CUSTOMER as set forth in clause 2.1.1 shall comply with the technical specifications, be free from defects in materials and workmanship, and operational for a period of 12 (twelve) months after the date they are delivered to the CUSTOMER.
- 9.2.** Upon receiving the products, the CUSTOMER shall verify that the products delivered match the quantities ordered and confirmed, and that they do not show any apparent damage or nonconformance. The CUSTOMER must immediately report any missing parts and apparent damage or nonconformance by and no later than 8 (eight) days after the delivery date. If no claims are received by the deadline mentioned above, this shall be regarded as an acceptance of the delivery.
- 9.3.** If during the warranty period, as specified in clause 9.1 here above, any latent defects or nonconformances are detected in the hardware components of the COBO INTOUCH system, the CUSTOMER shall send a written notice to COBO by and not later than 8 (eight) days after such defect/nonconformance is discovered describing which components are affected, and shall also send any further information that may be useful to identify such components.
- 9.4.** Provided that the CUSTOMER complies with the preceding clauses, COBO shall issue a return material authorisation for the defective products and, after receiving return and analysing the returned products, if the defect is actually found, COBO shall, at its sole discretion, repair the defective components or replace them with others that are free from defects and nonconformances.
- 9.5.** COBO shall not be liable for any failures, flaws and defects resulting from the improper use of the devices by the CUSTOMER, by their combination with products and systems not supplied by COBO, or by inadequate conditions of use (including but not limited to, incorrect electrical voltages or polarity, mechanical, thermal or electrical shocks, abnormal environmental and/or weather conditions, and the like).
- 9.6.** Should the CUSTOMER (or the END USER) find any malfunctions or bugs in the software or the Platform, the CUSTOMER undertakes, from this time onwards, to promptly notify COBO by sending a written detailed description of the problem encountered and the conditions in which it occurred, as well as any other information and collaboration necessary so that COBO can replicate the problem.
- 9.7.** Once an actual malfunction or bug is found in a software component of the INTOUCH system, COBO shall remove or correct it as soon as it is reasonably necessary or make available alternative software components that do not present the problem found while maintaining substantially unaltered the functionalities of the COBO

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- 9.8. COBO shall not be responsible for correcting software malfunctions resulting from incorrect uses or configurations by the CUSTOMER or END USERS, or from compatibility problems with hardware or software devices not supplied by COBO.
- 9.9. COBO does not guarantee that the operation of the INTOUCH system and the access to the Platform will be continuous and uninterrupted and/or free from temporary suspensions caused by technical or other reasons, including any suspensions or interruptions of Third-Party Services.
- 9.10. The mapping and geographic location data used by the COBO INTOUCH system are provided by Google, Inc. and its related companies (through the «Google Maps» services and their implementations). COBO cannot therefore provide any guarantees regarding the accuracy and updating of such data, and the CUSTOMER expressly waives any guarantee in this regard. Similarly and without prejudice to the provisions of article 6 above, the services for connection, telematics, and data transfer through telephone and mobile telephone networks are provided by third parties, and COBO cannot provide any guarantee regarding the quality and operation of these services, nor with regard to the territorial coverage of the mobile network used, except for the guarantee of taking action to request the relevant suppliers to abide by their contractual obligations. In any case, clause 11.3 shall apply.
- 9.11. If and where applicable, the products and services of the COBO INTOUCH system may be included in research and development projects, in ecological transition, technological innovation 4.0, and in other activities pursuant to art. 1, paragraph 198, of Italian Act No. 160/2019, as amended by art. 1, paragraph 1064, of Italian Act No. 178/2020 and subsequent amendments and addenda, or similar applicable provisions of law, and this may give rise to tax benefits. The CUSTOMER acknowledges and accepts - and undertakes to have END USERS accept, while keeping COBO harmless - that COBO does not, however, provide any guarantees in this respect, as well as in relation to technical characteristics, the duration of the service, changes, additions, and interpretations of the legislation, and so forth, etc. The evaluation of the possibility of obtaining tax benefits or not, as well as any activity and obligation that should be fulfilled to such end shall be the sole responsibility of the CUSTOMER and/or END USER.
- 9.12. The remedies expressly provided for in this article 9 are the only obligations of COBO and the only rights of the CUSTOMER with respect to the warranties for the COBO INTOUCH system and the related hardware and software components.
- 9.13. Given that the COBO INTOUCH system uses Third-Party Services, the CUSTOMER acknowledges and accepts - and undertakes to inform END USERS and obtain their acceptance - that the warranties and remedies offered by COBO under this Framework Agreement cannot in any case exceed the corresponding warranties and remedies that can be obtained from the suppliers of Third-Party Services, within the scope of their obligations.
- 9.14. All obligations of COBO under this Framework Agreement and the individual Sale and Purchase Agreements, and in particular the warranty remedies referred to in this article 9, shall apply to the contractual relationship between COBO and the CUSTOMER. COBO shall not have any liability or responsibility towards END USERS, who in turn shall be able to enforce their rights exclusively towards the CUSTOMER, even in cases where COBO has delivered products, realized installations or provided accesses or any forms of support directly to END USERS.

10. Industrial and Intellectual Property Rights.

- 10.1. The CUSTOMER acknowledges and undertakes to inform END USERS and have them accept that all Industrial and Intellectual Property Rights relating to (i) the names, brands and logos of COBO and COBO INTOUCH, as well as (ii) the whole COBO INTOUCH system and its hardware and software components, belong exclusively to COBO (and/or to companies of the COBO Group), or to third parties who have licensed their material to COBO and to the companies of the COBO Group.
- 10.2. This Framework Agreement, in individual Sale and Purchase Agreements, and in any case, the sale of the devices and the use of the INTOUCH system and all related components by the CUSTOMER do not involve any transfer of Industrial and Intellectual Property Rights whatsoever in favour of the CUSTOMER or END USERS or any third party.
- 10.3. COBO grants the CUSTOMER a limited license to use the Industrial and Intellectual Property Rights belonging to COBO for the sole purpose of allowing the CUSTOMER to use the COBO devices and the COBO INTOUCH system, according to the provisions of this Framework Agreement and the applicable individual Sale and

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Purchase Agreements. The license thus granted is deemed as non-transferable, non-assignable, and sub-licensable only in favour of END USERS and within the strictly limited extent necessary to allow the use of the COBO INTOUCH system, the Devices and the Platform. The CUSTOMER undertakes not to challenge the ownership or validity of the Industrial and Intellectual Property Rights held by COBO and not to modify, tamper with, hide, reverse engineer, or carry out any other activity aimed at damaging, restricting or excluding the ownership of the Industrial and Intellectual Property Rights held by COBO. The CUSTOMER shall defend, indemnify and hold COBO harmless against any such activity by END USERS. Any breach of this clause and any use by the CUSTOMER of the Industrial and Intellectual Property Rights in a manner or for purposes that do not comply with this Framework Agreement and the individual applicable Sale and Purchase Agreements, shall be regarded as grounds for the immediate termination of the agreement by COBO.

- 10.4.** COBO declares that, to the best of its current knowledge, COBO devices, the COBO INTOUCH system, and its hardware and software components do not infringe any third party's Industrial and Intellectual Property Rights.
- 10.5.** In the event that a third party claims to the CUSTOMER or an END USER that the use of the COBO devices or the COBO INTOUCH system infringes the Industrial and Intellectual Property Rights of such third party, duly registered or protected in a country of the European Union, in Switzerland, the United Kingdom, or the United States of America, the CUSTOMER must immediately notify COBO in writing. If such infringement is validly proven by the third party, COBO shall, at its own discretion, under its sole responsibility, and at its own expense, with reasonable methods and timeframes, (i) modify its devices and/or the COBO INTOUCH system in order to avoid infringing any third party's Industrial and Intellectual Property Rights, while keeping substantially unaffected the functionalities of the devices and the system; or (ii) obtain a license that allows the CUSTOMER or the END USER concerned to continue using the devices and the COBO INTOUCH system, or return to the CUSTOMER the portion of the price paid for the devices or functions that will be no longer usable. COBO shall have no obligation to indemnify the CUSTOMER or the END USERS and must be indemnified and held harmless by the CUSTOMER in case that a third party's Industrial and Intellectual Property Rights are infringed exclusively due to (i) unauthorised use of the devices and/or the COBO INTOUCH system by the CUSTOMER or by individuals authorised by the CUSTOMER, including the END USERS, or (ii) tampering by the CUSTOMER or the END USERS, or (iii) combination of COBO devices and/or components of the COBO INTOUCH system with other devices, tools or materials not expressly authorised by COBO, or (iv) if the CUSTOMER or the END USERS keep using the devices and/or the system after notification of the risk of infringement of a third party's Industrial and Intellectual Property Rights.
- 10.6.** The remedies referred to in clause 10.5 above will be the only obligation of COBO for possible cases of infringement of a third party's Industrial and Intellectual Property Rights.
- 10.7.** The COBO INTOUCH system uses mapping and geographic location data and services provided by Google, Inc. and its related companies. The CUSTOMER undertakes not to remove, obscure, alter or otherwise violate any indications and wording relating to the intellectual property rights of Google or other third parties, and to impose such restriction on END USERS. The CUSTOMER also acknowledges that implementing the mapping and geographic location services provided by Google, Inc. and its related companies that are implemented through the use of Google Maps APIs, as used in the COBO INTOUCH system, are subject to Google's Terms of Service. Such terms are available at <https://developers.google.com/maps/documentation>, and the CUSTOMER represents to accept them and undertakes to have the END USERS accept them as well. The CUSTOMER must indemnify and hold COBO harmless against any damage, loss or liability resulting from any breach of this clause.
- 10.8.** In addition to the provisions set out in the clauses herein above, the use of the COBO INTOUCH system and, in particular, the IT services, the Platform, the Modules, the Packages, and the App is subject to the terms of the EULA, in the version that is in force at the time.

11. Liability Limitations.

- 11.1.** Except in case of wilful acting, IN NO EVENT WILL COBO BE HELD LIABLE TO THE CUSTOMER OR THIRD PARTIES, INCLUDING END USERS, FOR INDIRECT OR UNFORESEEABLE DAMAGES AND FOR LOSS OF PROFIT, SUCH LIABILITIES TO BE DEEMED AS EXPRESSLY EXCLUDED HEREIN. DUE TO THE ABSOLUTELY NEW AND INNOVATIVE NATURE OF THE COBO INTOUCH SYSTEM AND THE PLATFORM, THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT COBO'S CONTRACTUAL AND NON-CONTRACTUAL LIABILITIES SHALL IN ANY EVENT BE EXPRESSLY LIMITED TO CASES OF INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.
- 11.2.** COBO's maximum and cumulative liability towards the CUSTOMER, for any reason whatsoever arising out of this Framework Agreement and from all the individual Sale and Purchase Agreements and/or from the purchase

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and sale of the devices, and from the use of these devices and COBO INTOUCH system, its variants, the associated services, the Platform, the Modules, the Packages, and so on will be limited to the maximum amount of € 10,000.00 (ten thousand euro) or, if higher, to the total amount paid, during the 12 months before occurrence of the event, by the CUSTOMER to COBO for the sole Sale and Purchase Agreement relating to the products or services from which the liability originates.

- 11.3. The CUSTOMER acknowledges and accepts - and also undertakes to inform END USERS and obtain their acceptance - that the COBO INTOUCH system uses indispensable services provided by third-party companies, without which the system cannot operate, in particular as regards (i) telematics connection, communication and data transfer services; (ii) mapping and geographic location services and the provision of related data; (iii) the hosting and management services of the Platform in the cloud. In no event COBO can be held liable for the unavailability and/or loss of data and for the unavailability of services and data or for any suspension, interruption, limitation, error and/or malfunctioning - nor for any losses or damage arising directly or indirectly for any reason or cause of action - caused by the total or partial unavailability of the services supplied by third parties or to defects, deficiencies, errors or other issues of any nature whatsoever in such data, services and information, which are made available without any kind of guarantee.
- 11.4. The CUSTOMER acknowledges and accepts - and undertakes to inform END USERS and obtain their acceptance - that COBO may in no circumstances or due to any grounds be held liable for not obtaining or being revoked any tax benefits that may be requested by the CUSTOMER and/or the END USERS within the scope of any incentive regulations, and including but not limited to research and development projects, in ecological transition, technological innovation 4.0, and in other activities pursuant to art. 1, paragraph 198, of Italian Act No. 160/2019, as amended by art. 1, paragraph 1064, of Italian Act No. 178/2020 and subsequent amendments and addenda, and/or any similar applicable provision of law, even if this depends on the characteristics of what has been supplied by COBO or on the duration or early termination of the service. The CUSTOMER hereby waves any such claims, and accepts that the possibility of obtaining tax benefits or not will be the sole risk and responsibility of the CUSTOMER and/or the END USERS.
- 11.5. The contractual relationship is between COBO and the CUSTOMER. Therefore, without prejudice to the provisions of the clauses herein above, and in addition to them, any direct liability of COBO, on whatever grounds, towards the END USERS is expressly excluded. The CUSTOMER shall indemnify and hold COBO harmless against any request received by COBO directly from an END USER.
- 11.6. The CUSTOMER acknowledges that the liability limitations referred to in the preceding clauses are essential to balance the contractual relationship, and that they apply to all Sale and Purchase Agreements, and that neither this Framework Agreement nor the individual Sale and Purchase Agreements would be entered into by COBO without said limitations.

12. Duration and termination of contractual relationships.

- 12.1. This Framework Agreement enters into force on the Effective Date specified on the first page and will remain in force for a period of 5 (five) years, unless it is early terminated pursuant to the clauses here below. At the end of the first term and at any subsequent terms, this Framework Agreement shall be automatically renewed for a further term of 12 (twelve) months, unless terminated by either Party by written notice sent to the other Party with a minimum of 30 (thirty) days' notice. Notwithstanding the foregoing, it is understood that:
 - 12.1.1. the general terms and conditions of this Framework Agreement shall also apply to the sales of goods and services of the COBO INTOUCH system concluded prior to its Effective Date, where the services are still being used by the CUSTOMER or the END USERS, and shall supersede any other conflicting contractual terms;
 - 12.1.2. in the event of expiration or early termination of this Framework Agreement, the general terms and conditions of supply set out hereof shall continue to apply to any Sale and Purchase Agreements still in place and not expired, terminated or withdrawn.
- 12.2. The Service and the License will be in effect from the date of activation and for a period of 12 (twelve) months, unless otherwise specifically indicated in the Confirmation of Order Received and/or the COBO Sale and Purchase Agreement. If the Confirmation of Order Received and/or the Sale and Purchase Agreement provides for a multi-year duration of the Service and the License and there are significant increases in costs in the reference market, COBO shall have the right to adjust the prices of the services and shall inform the Customer about this.
- 12.3. Either Party shall have the right to terminate in advance this Framework Agreement or one or more Sale and Purchase Agreements in case of a material breach by the other Party that is not cured within a period of 60 (sixty)

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days after a formal notice of breach in writing is sent by the non-breaching party by registered mail or certified electronic mail (PEC).

- 12.4. Either Party shall have the right to withdraw early from this Framework Agreement and from one, several, or all the Sale and Purchase Agreements, by sending a written notice by registered mail or certified electronic mail (PEC), in the event that the other Party is subject to any bankruptcy, insolvency, liquidation or similar proceedings under the applicable law, or is wound-up or ceases to carry on its business.
- 12.5. In addition to the foregoing, COBO shall have the right to suspend the services and the access to the COBO INTOUCH Platform, with immediate effect and by sending a written notice via registered mail or certified electronic mail (PEC), without being held liable towards the CUSTOMER or the END USERS, should the CUSTOMER delay or fail to pay COBO's invoices on or before their due dates.
- 12.6. COBO shall have the right to suspend or interrupt the services and the COBO INTOUCH Platform, or to withdraw early from this Framework Agreement and/or the individual Sale and Purchase Agreements, without being held liable towards the CUSTOMER or the END USERS, if the services offered by the suppliers of mapping and geographic location data, telematics connection, communication and data transfer services, or the hosting and management services of the Platform are suspended or interrupted, ceased or ended for reasons not attributable to COBO.
- 12.7. In addition to the above, either Parties shall have the right to withdraw early from this Framework Agreement and/or from one or more Sale and Purchase Agreements, at any time and without justification, by sending a written notice to the other Party via registered mail or certified electronic mail (PEC) at least 30 (thirty) days in advance.
 - 12.7.1. In the event of termination by COBO pursuant to this clause 12.7, COBO shall refund the CUSTOMER any price already collected for the portion of the connection services not used for the period following the effective date of termination, without any other liability or obligation upon COBO.
 - 12.7.2. In the event of termination by the CUSTOMER pursuant to this clause 12.7, the CUSTOMER shall be required to pay all the amounts due under the Sale and Purchase Agreement(s) that have been terminated, even if not yet invoiced, and shall not be entitled to any refund of any sums already paid.
- 12.8. The following articles and clauses will remain in full force and effect after this Framework Agreement is terminated, regardless of the grounds, and for the time necessary: 7, 8, 10, 11, 11, 12.1.2, 12.8, 14.

13. Assignment of contract.

The CUSTOMER may assign to a third party this Framework Agreement, in full or in part, or the rights and obligations arising from it only with the prior written consent of COBO.

14. Applicable law and dispute resolution.

- 14.1. This Framework Agreement and each individual Sale and Purchase Agreement are governed by the laws of the Republic of Italy, with exclusion of their choice of law provisions, and shall be therefore be interpreted, applied and executed in accordance with said laws. The 1980 Vienna Convention on Contracts for the International Sale of Goods shall not apply.
- 14.2. The parties shall submit any disputes arising from or associated to this Framework Agreement or each Sale and Purchase Agreement to the Court of Brescia, which shall have exclusive jurisdiction and venue.

15. Miscellanea.

- 15.1. Any formal communication and notification due under this Framework Agreement must be in writing and sent via registered mail or certified electronic mail to the registered office of the recipient Party.
- 15.2. This Framework Agreement cancels and supersedes any previous understanding and agreement, either oral or in writing, between the parties concerning the supply of products and services relating to the COBO INTOUCH system. Any amendments or additions to this Framework Agreement and its Annexes shall be valid and effective only if made in writing and signed by both parties.
- 15.3. Should any clause of this Framework Agreement be, becomes or be judicially declared invalid, unenforceable or



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void, this Framework Agreement shall remain in full force and effect to the maximum extent permitted by law without the aforementioned clause, which will be automatically modified or replaced so as to lawfully include the substantial content of the clause and to fulfil the original intention of the Parties to the maximum extent possible.

- 15.4.** The Parties represent that they are professionals each in its own field of business, that they have executed this Framework Agreement after due negotiations, and that they have been duly advised regarding this Framework Agreement by their own trusted professionals.

All of the above has been read, confirmed and signed.

[Place], [date]

COBO S.p.A.

THE CUSTOMER

In accordance with articles 1341 and 1342 of the Italian Civil Code, the Parties hereby represent that they have read and understood, and that they expressly approve the following articles: 3 (Commercial terms, conclusion of Sale and Purchase Agreements, deliveries); 5 (IT security); 6 (Connectivity and services of third-party providers); 7 (Data Processing. Data and Information); 8 (Confidential Information), 9 (Warranties and Limitations); 10 (Industrial and Intellectual Property Rights); 11 (Liability Limitations); 12 (Duration and termination of contractual relationships); 13 (Assignment of contract), 14 (Applicable law and dispute resolution), 15 (Miscellanea).

COBO S.p.A.

THE CUSTOMER