GENERAL TERMS AND CONDITIONS OF CONTRACT

PREMISES

These General Terms and Conditions ("General Terms and Conditions" or the "Agreement") govern the licensing of the Software, the supply of Hardware branded by CEDAT85 S.r.l. and/or its Group companies (the "Licensor" / "Supplier"), together with the related Support, Update, Maintenance and Service Level Agreement (SLA) services (as detailed in **Section A**), to the Customer ("Customer"), as further specified in the applicable Technical and Commercial Proposal and its Annexes.

The Products are supplied on an offline basis and are not provided as a cloud-based solution.

Any data generated by the Products, including recordings, transcripts, processed documents and any other content, shall remain exclusively under the Customer's ownership, control, and storage environment. The Supplier shall not access, use, or process such content except where strictly necessary for technical support, maintenance, security, or legal compliance purposes, and in any event only upon the Customer's written instructions or pursuant to a separate Data Processing Agreement.

Third-party accessories (including, without limitation, webcams, microphones, PCs, tablets, and audio control pedals) are expressly excluded from the scope of the Supplier's warranty and liability. The Supplier shall provide assistance for such devices on a best-efforts basis only, without guaranteeing the resolution of defects attributable to the relevant third-party manufacturers.

SECTION I	**PRODUCT SUPPLY TERMS**
SECTION II	**HARDWARE SUPPLY TERMS**
SECTION III	**UPDATE, MAINTENANCE AND SUPPORT SERVICES**
SECTION IV	**REPAIR AND REPLACEMENT TERMS**
SECTION V	**GENERAL PROVISIONS**

These General Terms and Conditions, together with their Annexes, constitute the entire agreement between the Parties concerning the supply of CEDAT85 products and their related components (collectively, the "Products") and supersede all prior agreements, understandings, negotiations, representations, communications and arrangements, whether oral or written, relating to the same subject matter.

These General Terms and Conditions apply to CABOLO® Products and to all future updates, enhancements, integrations, adaptations, developments, and improvements to the Software supplied by the Licensor, unless otherwise agreed in writing.

No amendment or variation of these General Terms and Conditions shall be valid unless made in writing and duly signed by both Parties.

In the event of any conflict between these General Terms and Conditions and any subsequently executed specific agreement, Technical and Commercial Proposal, private agreement or commercial document, the document executed most recently shall prevail, but only in relation to the specific matters expressly governed therein. Where the Technical and Commercial Proposal is executed simultaneously with these General Terms and Conditions, any conflicting provisions contained therein shall prevail over these General Terms and Conditions.

The use of the Products and the Maintenance and Support Services is strictly conditional upon full acceptance of these General Terms and Conditions. Continued use, activation, installation or access to the Software and/or the Products shall constitute full acceptance of these General Terms and Conditions.

Should the Customer not accept these General Terms and Conditions, it must immediately cease using the Products, uninstall the Software from its systems and return any Hardware to the Supplier. Unless otherwise agreed, all costs associated with returning the Hardware shall be borne by the Customer.

DEFINITIONS

For the purposes of these General Terms and Conditions, the following capitalised terms shall have the meanings set out below. Words importing the singular shall include the plural and vice versa.

Access Credentials means the authentication system, including identification codes and access keys, supplied by the Supplier to the Customer and assigned to each authorised user to enable access to and use of the Products and Services.

Support means the technical support service provided to the Customer, upon request and where technically and operationally feasible, in order to ensure the proper use of the Services and/or Products.

Connectivity means the internet connection provided by the Customer to enable the Supplier to deliver remote technical support.

Consumption-Based Goods and Services mean Products and/or Services supplied on a pay-per-use basis or until the exhaustion of prepaid credit.

Agreement means these General Terms and Conditions together with their Annexes, the Technical and Commercial Proposal accepted by the Customer, the Special Conditions, user manuals, technical documentation, and any online instructions relating to the use of the Products.

Copyright Legislation means the applicable European Union legal framework relating to copyright and intellectual property, including, without limitation:

- Regulation (EU) 2024/1689 (Artificial Intelligence Act);
- Regulation (EU) 2023/2854 (Data Act);
- Regulation (EU) 2022/2065 (Digital Services Act);
- Directive (EU) 2019/790 on Copyright in the Digital Single Market;
- Directive 2009/24/EC on the Legal Protection of Computer Programs;
- Directive 2006/116/EC on the Term of Protection of Copyright;
- Directive 2004/48/EC on the Enforcement of Intellectual Property Rights;
- Directive 2000/31/EC on Electronic Commerce;
- Directive 2001/29/EC (InfoSoc Directive);
- Directive 96/9/EC on the Legal Protection of Databases;
- Directive 87/54/EEC on the Legal Protection of Semiconductor Topographies,

together with any amendments, replacements, or successor legislation.

Customer means the legal entity purchasing and receiving the Products solely for its own internal business purposes and not for resale, distribution, or commercial exploitation by third parties, unless expressly appointed as a Partner or Reseller pursuant to a separate written agreement with the Supplier.

Business Days means working days unless otherwise expressly stated.

End User means any final user of the Products, including the Customer or any third party acquiring the Products through an authorised Partner or Reseller, solely for internal organisational use and not for further resale or distribution.

Delivery Date means the date upon which the Products are actually delivered to the Customer. Delivery is expected, on an indicative basis only, within forty-five (45) Business Days from the Customer's Order Confirmation, subject to full payment of all amounts due under the Technical and Commercial Proposal.

Fees means the amounts specified in the executed Technical and Commercial Proposal payable by the Customer or End User for the Products and/or Services.

Hardware means the physical equipment, including any components, options, and spare parts.

Intellectual Property Rights means all worldwide registered and unregistered intellectual property and industrial property rights, including, without limitation, trademarks, patents, utility models, registered designs, domain names, know-how, copyright works, databases, and software (including source code, object code, and interfaces).

Licensee means the Customer to whom the Software licence is granted.

Licensor means the Supplier or any third-party owner of the intellectual property rights in the Software.

Term Licence (LTD Licence) means a licence granted by the Supplier to the Customer for a fixed period, as specified in the relevant agreements or the Technical and Commercial Proposal. Upon expiry, the right to use the Software shall terminate unless expressly renewed.

Licensed Products means all CABOLO® licensed products supplied to the Licensee.

Maintenance and Support Services means the services expressly described in these General Terms and Conditions, the Technical and Commercial Proposal and **Section A**.

New Product means a next-generation replacement product incorporating new technological solutions.

Obsolete Product means a product withdrawn from the market due to technological obsolescence.

Technical and Commercial Proposal means the commercial document executed by the Parties containing the applicable commercial and technical terms, which may also be referred to as the Offer.

Parties means the Supplier and the Customer collectively.

Partner means any legal entity expressly authorised by the Supplier under a separate written agreement to promote, market, distribute, implement, or support the Products within a designated Territory.

Certified Electronic Mail (PEC) means certified electronic mail. For Customers outside the European Union, standard email shall be deemed equivalent.

Products means the Software and Hardware manufactured and marketed by the Supplier.

Software Programs means software developed exclusively by the Supplier.

Product Recall Notice means a written notice concerning the recall of one or more Hardware and/or Software Products.

Reseller means a Partner expressly authorised by the Supplier to sell or sublicense the Products to third parties. The Reseller shall comply with all obligations set forth in this Agreement and shall ensure that End Users are bound by terms no less protective than those provided herein.

Services means both routine and extraordinary maintenance and support services provided by the Supplier.

Service Level Agreement (SLA) means the contractual annex defining the Supplier's service levels.

Software means software owned by the Supplier or third parties, as identified in the Special Conditions, including all updates and developments. The Software may be supplied under either a perpetual licence or a Term Licence (LTD Licence), in accordance with the provisions of the signed Technical and Commercial Proposal, and may be deployed on premises.

Special Conditions means the specific contractual terms governing the supply of particular Products or Services.

Supplier means CEDAT85 S.r.l. (Tax Code and VAT No. 01322700749), having its registered office at Piazza Carducci 27/28, 72019 San Vito dei Normanni (Brindisi), Italy, as identified in the Technical and Commercial Proposal.

Updates and Developments mean all updates, upgrades, enhancements, supplements, adaptations, improvements, modifications, and regulatory compliance updates generally released for the Products.

The Parties acknowledge and declare that the above Recitals and Definitions form an integral and substantive part of this Agreement.

SECTION I – PRODUCT SUPPLY TERMS
1. GRANT OF LICENCE

1.1 The Licensor grants the Customer a non-exclusive, fee-bearing, non-transferable and non-sublicensable licence to install and use the Licensed Products and the related documentation. Use of the Licensed Products is strictly limited to the maximum number of authorised users approved in writing and solely for the Customer's internal business purposes or, where applicable, for use within the public sector, in accordance with the Licensor's technical documentation and system operating manual. Unless otherwise specified, the Licensed Products may include microcode, firmware, operating systems, software applications, and hardware.

1.2 Unless otherwise agreed between the Parties, the Software shall be delivered electronically.

1.3 Software licences relating to CABOLO® Products supplied under the Technical and Commercial Proposal are granted on a perpetual basis, namely for an indefinite period, subject to payment of the applicable annual maintenance and support fee. Such licences shall remain valid without limitation in time unless terminated as a result of a material breach of this Agreement. Once delivered, the Licensee's right to use the device and the Software version supplied shall remain subject to the renewal or non-renewal of any Maintenance and Support Agreement.

1.4 All intellectual property rights in the Licensed Products, including any updates, patches, corrections or new releases, shall remain the exclusive property of the Licensor or its licensors. No ownership or proprietary rights in the Licensed Products are transferred to the Licensee.

1.5 The termination, expiry or non-renewal of any Maintenance and Support Agreement may result in the termination of the perpetual right of use referred to in Clause 1.3. For the avoidance of doubt, the perpetual licence does not include any entitlement to future updates, upgrades, enhancements, corrections, improvements, new releases, compatibility adaptations, or technical support unless expressly included in a separate written maintenance agreement.

1.6 The licence is granted solely for use of the Products within the Licensee's organisation and within the territory specified in the Technical and Commercial Proposal. Any use outside the authorised territory, organisation, legal entity, or operating environment shall constitute unauthorised use and a material breach of this Agreement. Any use of the Licensed Products by, or on behalf of, third parties shall require the Licensor's prior written consent. The Software may only be installed and used at the locations, on the systems and by the users expressly authorised in the Technical and Commercial Proposal.

1.7 The Customer may use the Software only within the limits of the number of authorised users, devices, servers, instances, CPUs, processor cores, or any other licensing metric expressly specified in the Technical and Commercial Proposal. Any use beyond those authorised limits shall require the Licensor's prior written consent and payment of the applicable additional Fees.

1.8 The applicable licensing metrics, including without limitation the number of users, devices, installations, processing capacity or other consumption parameters, shall be those specified in the Technical and Commercial Proposal. The Customer shall maintain complete and accurate records sufficient to demonstrate compliance with the applicable licensing metrics and shall provide reasonable cooperation upon request. Where the Customer exceeds the authorised licensing metrics, it shall promptly notify the Licensor and pay the applicable additional Fees calculated in accordance with the Licensor's then-current price list, without prejudice to the Licensor's right to suspend or terminate the licence in the event of a material breach.

2. LICENCE VALIDATION AND COMPLIANCE

2.1 The Licensor may verify the validity of the licence using automated electronic validation mechanisms. The Software may require periodic validation, and failure to complete such validation may result in suspension of the relevant services.

2.2 Where the Software is found to be counterfeit or unlicensed, the Licensor shall be entitled to terminate this Agreement with immediate effect. In such circumstances, the Customer shall pay liquidated damages equal to three (3) times the applicable licence fee for each unauthorised device, without prejudice to the Licensor's right to recover any additional loss suffered.

2.3 The Licensor acknowledges that where the Licensee is a public sector body, the use of the Licensed Products may be subject to applicable legislation governing public procurement, transparency, document management, and data protection. The Licensee shall remain solely responsible for ensuring compliance with such legislation, while the Licensor shall provide reasonable cooperation in accordance with its standard contractual practices.

2.4 Upon reasonable prior notice and no more than once during any twelve (12) month period, the Licensor, or an independent auditor appointed by it, may audit the Customer's compliance with the licence terms, including the number of installations, users, devices and any other applicable licensing metrics, together with compliance with the usage restrictions contained in this Agreement. The Customer shall fully cooperate with the audit and provide all relevant records, system reports, installation data, and any other information reasonably required, provided that the audit is conducted during normal business hours and in a manner that minimises disruption to the Customer's operations. Should the audit reveal non-compliance exceeding the agreed materiality threshold, the Customer shall promptly pay all outstanding Fees together with the Licensor's reasonable audit costs.

3. SOFTWARE UPDATES AND MAINTENANCE

3.1 Software updates shall be provided only in respect of Products covered by warranty or by a valid Maintenance and Support Agreement. All provisions of this Agreement shall apply equally to any updates supplied. Software updates provided under the Maintenance and Support Services ("M&S Services"), whether during the Initial Maintenance and Support Period or under a renewed Maintenance and Support Agreement, shall be limited to:

a) bug fixes, namely corrections of defects preventing the Software from operating substantially in accordance with the original specifications contained in the technical documentation supplied with the Licensed Products;

b) security patches, namely updates required to preserve the security integrity of the Software as originally supplied, including the remediation of vulnerabilities identified by the Licensor or notified through recognised security advisories applicable to components incorporated within the Licensed Products.

3.2 Software updates shall be made available to the Licensee in such manner and within such timeframe as the Licensor may reasonably determine. The Licensee shall be responsible for installing updates within a reasonable period following their release. Failure to install security updates within a reasonable period may adversely affect the Licensor's ability to provide effective technical support. The termination or non-renewal of the M&S Services shall not of itself terminate the perpetual licence.

3.3 Continuation of the M&S Services beyond the Initial Maintenance and Support Period, including continued access to Software updates and technical support, shall be conditional upon the Parties entering into a separate annual Maintenance and Support Agreement ("M&S Agreement") and the Licensee paying the applicable annual maintenance fee at the Licensor's prevailing rates.

3.4 The Parties acknowledge that the perpetual right of use referred to in Clause 1.3 is conditional upon renewal of the M&S Services. Should the Licensee elect not to renew the M&S Services, the Licensee shall no longer be entitled to continue using the Licensed Products in the version last supplied and shall have no entitlement to receive further updates, patches, or technical support from the Licensor.

3.5 Nothing contained in these General Terms and Conditions shall be interpreted as imposing upon the Licensor any obligation to continue developing, maintaining, updating, modifying, or supporting the Licensed Products beyond the Maintenance and Support Services expressly agreed in writing between the Parties. In particular, the Licensor shall have no obligation to provide technological enhancements, functional improvements, regulatory adaptations, compatibility updates for future environments or new functionality not expressly included within the applicable M&S Services.

3.6 The Licensor does not warrant that the Licensed Products will remain compatible with future operating systems, hardware platforms, software infrastructures, third-party development platforms, APIs, cloud environments, regulatory standards, or security requirements introduced after the Delivery Date, except where expressly provided under a valid Maintenance and Support Agreement.

3.7 The following activities are expressly excluded from the scope of the M&S Services and are therefore not included within the contractual price. Such services may be supplied upon request, subject to separate quotation and written order:

a) evolutionary development, new functionality, functional enhancements, or improvements unrelated to the correction of defects;

b) adaptive updates required to accommodate changes within the Licensee's environment, including new operating systems, third-party development platforms, infrastructure upgrades, or other customer-side dependencies;

c) upgrades and major or minor releases introducing new functionality beyond the contractual Software specifications.

3.8 Where the Licensor offers enhanced or upgraded versions of the Licensed Products on commercial terms, the Licensee may acquire them by placing a separate order. Acquisition of such upgraded versions shall not alter the perpetual nature of the licence granted in respect of previously supplied versions.

3.9 Given the nature of the solution supplied, the Parties expressly acknowledge that the following activities relating to artificial intelligence models fall outside the scope of the M&S Services. Such services may only be provided pursuant to a separate written agreement and payment of additional fees:

a) retraining, refinement, or replacement of Automatic Speech Recognition (ASR) language models;

b) adaptation of ASR models to new linguistic domains, accents, vocabularies or use cases;

c) integration of the Licensed Products with next-generation artificial intelligence development platforms or third-party Large Language Models (LLMs).

3.10 ASR technologies are inherently probabilistic. The Licensor does not guarantee any particular level of transcription accuracy in relation to data, accents, or subject matter other than those for which the supplied models were originally trained. Adaptation of the

models to the Licensee's operational environment is available only as a separate professional service. The Licensor shall have no obligation to provide access to, integration with or migration towards future artificial intelligence models, foundation models, Large Language Models (LLMs), ASR engines, or technological architectures developed or made available after the Delivery Date. Any access to such future technologies shall be subject to separate commercial and technical agreements.

4. PROHIBITED USE

4.1 The Customer shall use the Products solely within the limits expressly permitted under this Agreement.

4.2 Accordingly, the Customer shall comply with all technical restrictions incorporated within the Software and designed to limit its use to the authorised purposes.

4.3 Except as expressly permitted under mandatory applicable law, the Customer shall not, directly, or indirectly, nor permit any third party to:

a) circumvent, disable, or bypass any technical protection measures, security mechanisms or access controls implemented by the Licensor;
b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code;
c) reconstruct, infer, or otherwise attempt to derive the logic, models or algorithms underlying the Licensed Products;
d) modify, alter, adapt, or create derivative works based upon the Licensed Products or any part thereof;
e) reproduce, copy, distribute, sell, lease, license, sublicense, assign, publish, disclose, or otherwise make available the Software or any part thereof;
f) publish or otherwise make the Products available for unauthorised duplication or distribution;
g) use the Licensed Products for the purpose of developing competing products or services or otherwise in breach of any applicable law or regulation.

4.4 Any unauthorised use or reproduction of the Products shall entitle the Licensor to terminate this Agreement and claim liquidated damages equal to three (3) times the applicable licence fee in accordance with Clause 2.2.

4.5 Any unauthorised resale or distribution of the Products shall entitle the Supplier to terminate this Agreement and recover the same contractual penalty referred to in Clause 2.2.

4.6 The Supplier may immediately suspend access where it reasonably considers that the Customer's use creates a security risk, legal exposure, or threat to the integrity of the system.

4.7 The obligations and restrictions contained in this Article shall survive the expiry or termination of this Agreement for any reason whatsoever and shall remain binding upon the Customer for so long as any Product, documentation or Confidential Information remains in its possession, or until the relevant rights have entered the public domain.

5. ACCEPTANCE OF CUSTOMER ORDERS

5.1 All Customer Orders shall be submitted in writing and delivered to the Supplier, including by email or Certified Electronic Mail (PEC).

5.2 Any Order submitted by the Customer, irrespective of the method of transmission, shall not be binding upon the Supplier until expressly accepted in writing. The Supplier reserves the right, at its sole and absolute discretion, to accept or reject any Order, in whole or in part.

5.3 In all cases, the supply of the Products shall be subject to the absence of any export restrictions or prohibitions, including, without limitation, embargoes, trade sanctions, or export control measures imposed under applicable national law, European Union law, United States law or international law.

5.4 The Customer shall be solely responsible for obtaining and providing all information, documentation, licences, and authorisations necessary for the export, import, transportation, and customs clearance of the Products.

5.5 Any request made by the Customer before, during or after installation, commissioning, acceptance testing or operational deployment of the Products and/or related infrastructure that departs from, modifies or supplements the Technical and Commercial Proposal, including, without limitation:

a) relocation, removal, reinstallation or repositioning of hardware, devices, monitors, cabling, accessories, or infrastructure;
b) changes to mounting methods, physical layouts, architectural configurations, or installation environments;
c) requests for alternative mounting systems, furniture, equipment, or installation solutions;
d) changes to network, electrical, cabling, connectivity, or environmental requirements;
e) work made necessary by incomplete, inaccurate, or subsequently amended information provided by the Customer;
f) requests submitted following acceptance testing, commissioning, or delivery of the Products; or
g) any additional engineering activity, technical service, on-site intervention, or operational work not expressly included in the Technical and Commercial Proposal,

shall constitute a separately chargeable variation and shall be subject to:

a) the Supplier's prior written approval;

b) reasonable notice from the Customer;
c) confirmation of technical and operational feasibility by the Supplier; and
d) payment in full by the Customer of all associated costs, expenses, charges, and fees, including, without limitation, design and analysis costs, development costs, labour, engineering services, dismantling and reinstallation, transportation, logistics, travel expenses, accommodation, additional materials or equipment, third-party costs and any resulting project delays or downtime.

5.6 The Supplier shall have no obligation to perform any work or modifications outside the scope of the Technical and Commercial Proposal unless otherwise agreed in writing by the Parties.

5.7 Any refusal by the Supplier to accept a requested variation shall not constitute a breach of contract, delay, failure to perform or defect in the Products or Services.

5.8 Following completion of installation and/or acceptance testing or commissioning, any subsequent intervention requested by the Customer shall be deemed an additional service outside the original contractual scope and shall be separately quoted and invoiced at the Supplier's prevailing rates.

6. FEES AND PAYMENT TERMS

6.1 The Customer shall pay the fees specified in the Technical and Commercial Proposal for the Products, together with any applicable maintenance, support, and software update services. Unless otherwise agreed, payment shall become due upon receipt of the relevant invoice. All payments shall be made in accordance with the payment terms agreed in writing between the Parties, which shall constitute essential terms of this Agreement.

6.2 Under no circumstances shall the Customer withhold, reduce, suspend, offset, or otherwise deduct any amount payable under this Agreement. The Supplier shall be entitled to interrupt or suspend the supply of the Products in the event of late, partial or non-payment of any amount due. Any overdue amount shall automatically accrue statutory default interest in accordance with Italian Legislative Decree No. 231/2002, without the need for prior notice, formal demand, or default notice, without prejudice to the Supplier's right to recover any greater loss suffered.

6.3 In the event of non-payment, all outstanding amounts shall become immediately due and payable. The Supplier shall also be entitled to suspend or discontinue the supply of the Products where, following execution of this Agreement, the Customer's financial or economic circumstances, in the Supplier's reasonable opinion, materially impair the Customer's ability to fulfil its obligations, including where the Customer fails to provide agreed security or where existing security has diminished in value or effectiveness.

6.4 The Customer acknowledges and agrees that the Fees shall be adjusted annually by applying one hundred per cent (100%) of the variation in the EUROSTAT Services Producer Price Index over the preceding twelve (12) months. Price lists, quotations, commercial offers, and pricing terms may be amended by the Supplier at any time, at its sole discretion, prior to execution of the relevant contract.

6.5 For continuing or recurring supplies, the Supplier reserves the right to amend its price lists by providing the Customer with at least one (1) month's prior written notice, unless otherwise agreed in writing.

6.6 Unless expressly stated otherwise in the applicable quotation or proposal, all prices are exclusive of VAT, taxes, customs duties, transportation costs, customs charges and any other fiscal or parafiscal charges, all of which shall be itemised separately on the relevant invoice and borne exclusively by the Customer.

6.7 The Supplier reserves the right to require full performance of the Agreement or, alternatively, to terminate it, in either case without prejudice to its right to recover all losses suffered.

6.8 Pursuant to Article 1462 of the Italian Civil Code, the Customer expressly undertakes not to raise any defence, counterclaim, set off or objection for the purpose of avoiding, withholding, reducing, or delaying payment of any amount due to the Supplier in connection with the supply of the Products.

6.9 The Customer acknowledges and agrees that all technical, logistical, operational and installation specifications contained within the Technical and Commercial Proposal are final, binding, and exhaustive.

7. BACKUP DISCLAIMER AND WARRANTY

7.1 Backup services are available only upon the Customer's express request and pursuant to a separate contractual agreement between the Parties.

7.2 "As Is" Warranty. The Products are supplied on an "as is" basis. The Supplier does not warrant that the Products will be error-free, uninterrupted, or suitable for any particular requirements of the Customer that are not expressly specified in the technical documentation.

8. CONSUMPTION-BASED SERVICES (PAY-AS-YOU-GO)

8.1 The Supplier may also provide Products and Services on demand through predefined consumption-based packages.

8.2 Such packages may include various consumption-based Products and/or Services, including, by way of example only, monthly minutes, monthly subscriptions including bundled minutes, additional usage minutes, hourly charging, or similar pricing models.

8.3 Unless otherwise provided in the Technical and Commercial Proposal, prepaid credits shall remain valid until fully utilised.

SECTION II – HARDWARE SUPPLY TERMS

9. SUPPLY OF HARDWARE

9.1 Where provided for in the Technical and Commercial Proposal, the Supplier shall supply, and the Customer shall purchase, the Hardware and related documentation specified in the Supplier's product catalogue. Unless expressly included in the Technical and Commercial Proposal, any installation, integration, configuration, or connection services relating to the Products are excluded from the scope of supply and may be agreed separately between the Parties. Product descriptions contained in catalogues or price lists are provided for information purposes only and may be amended by the Supplier at any time without prior notice.

9.2 The Customer shall be solely responsible for selecting the Hardware to ensure that it meets the Customer's intended requirements, and for its subsequent use. The Customer acknowledges and agrees that it has not relied upon any statement, promise, representation, warranty, expected performance or undertaking other than those expressly set out in the product catalogue.

9.3 Any request for special testing of the Products in the presence of the Customer or its representative must be submitted at the time the Customer places its Order and shall be subject to the Supplier's prior written acceptance. Any special testing accepted by the Supplier shall be carried out prior to shipment, provided that the Customer pays in advance all associated non-refundable costs and expenses.

9.4 The Supplier shall notify the Customer in writing when the Products are ready for testing. Should the Customer or its representative fail to attend within fourteen (14) days of such notice, the special tests may nevertheless be carried out in their absence and shall be deemed to have been performed in the Customer's presence. In such circumstances, the Customer irrevocably accepts the results of the testing. Orders shall become binding only upon the Supplier's written acceptance or the issuance of the relevant delivery documentation or invoice. Once accepted, Orders may not be cancelled by the Customer except where required by mandatory applicable law.

10. DELIVERY OF HARDWARE AND PASSING OF RISK

10.1 Delivery dates and times are estimates only. The Supplier shall use reasonable commercial endeavours to meet them but does not guarantee delivery by any particular date.

10.2 Delivery shall be deemed completed:

a) upon delivery of the Products to the Customer or its authorised representative; or
b) where shipment is arranged, upon delivery of the Products to the carrier responsible for transportation to the Customer.

10.3 The Customer shall bear all obligations, costs and responsibilities associated with shipment and delivery, including, without limitation, documentation, permits, licences, customs formalities, and any advance payments agreed between the Parties.

10.4 The Products shall be delivered to the location specified by the Customer in its Order or other contractual documentation exchanged between the Parties and identified in the relevant delivery note, regardless of whether such location differs from the Customer's registered office, provided that it is located within the relevant national territory.

10.5 The Customer shall ensure that the Supplier is able to deliver, or arrange delivery of, the ordered Products within forty-five (45) Business Days of the Customer's Order Confirmation, subject to full payment of all amounts due under the Technical and Commercial Proposal. After that period, the Supplier does not guarantee continued availability of the ordered Products. Any subsequent Order accepted by the Supplier shall be subject to a new delivery date agreed between the Parties.

10.6 In the event of unforeseen circumstances or force majeure events affecting performance of the Order, including, without limitation, supplier delays, transport disruptions, production interruptions, strikes, shortages of materials or energy, governmental action, import or export restrictions or any event beyond the Supplier's reasonable control, the Supplier shall not be liable for any resulting delay and shall be entitled to extend the delivery period accordingly. Where performance becomes impossible or excessively onerous, the Supplier may withdraw from the Agreement, in whole or in part, refunding any amounts paid in respect of undelivered Products, without liability for damages, compensation or indemnity.

10.7 A delivery delay not exceeding forty-five (45) Business Days shall not entitle the Customer to cancel the Order or terminate the Agreement.

10.8 Under no circumstances shall the Supplier be liable for delays attributable to the carrier or other transport provider.

10.9 Unless otherwise agreed in the Technical and Commercial Proposal, all deliveries shall be made Ex Works (EXW) from the Supplier's premises in accordance with the applicable Incoterms®.

10.10 Should the Customer fail to collect the Products within five (5) Business Days of notification that they are ready for collection, the Supplier may terminate the Agreement, retain any advance payments as liquidated damages, and recover any additional loss suffered.

10.11 At the Customer's request, the Supplier may arrange shipment entirely at the Customer's risk and expense. In such circumstances, the Supplier's delivery obligation shall be discharged upon delivery of the Products to the carrier.

10.12 The Supplier shall not be liable for transport damage or carrier delays. The Customer assumes all risks relating to shipment and transportation. At the Customer's written request, the Supplier may arrange shipment insurance at the Customer's sole cost and expense. The Customer shall inspect all packages immediately upon receipt and notify the Supplier in writing of any shortages or damage within twenty-four (24) hours.

10.13 Unless otherwise agreed in writing, delays attributable to the Supplier shall not entitle the Customer to any compensation or price reduction. The Supplier reserves the right to make partial deliveries.

10.14 Unless otherwise agreed, the Products shall be supplied in standard packaging. International shipping, special packaging, insurance cover, and additional logistics services shall be separately quoted and invoiced. Orders with a total value below €2,000.00 shall incur a delivery charge of €50.00.

10.15 Any costs associated with expedited shipping, dedicated deliveries, non-standard packaging, or deliveries outside the national territory shall be borne exclusively by the Customer and governed by a separate written agreement.

11. HARDWARE INSTALLATION AND CONFIGURATION SERVICES

11.1 Unless expressly included within the Technical and Commercial Proposal, installation, configuration, and customisation services are excluded from the purchase price.

11.2 Such services shall be invoiced separately at the Supplier's hourly rates applicable at the time the services are performed.

12. HARDWARE WARRANTY

12.1 The Supplier provides a limited warranty for CABOLO® hardware products for a period of one (1) year from the Delivery Date.

Third-party accessories (including, without limitation, webcams, microphones, PCs, tablets, and audio control pedals) are excluded from the scope of the Supplier's warranty and liability. The Supplier shall provide assistance for such devices on a best-efforts basis only and does not guarantee the rectification of defects attributable to the relevant third-party manufacturers.

12.2 The Supplier warrants only that:

a) the Products have been inspected in accordance with CEDAT85 quality control procedures and, where applicable, subjected to standard testing prior to shipment; and
b) throughout the applicable warranty period, the Products shall operate substantially in accordance with the relevant Documentation and technical specifications supplied by the Supplier.

12.3 This warranty is limited exclusively to the repair or replacement of defective CABOLO® Hardware, at the Supplier's sole discretion, at the Supplier's premises or an authorised service centre (carry-in warranty).

12.4 The warranty shall not apply to, and expressly excludes:

a) defects, loss, damage or malfunction arising from misuse, improper use, negligence, accident, tampering, dismantling, unauthorised repair, improper maintenance, or unauthorised modification;
b) damage occurring during transportation unless such transportation was organised and paid for directly by the Supplier;
c) defects resulting from improper installation, configuration, or integration;
d) defects or failures caused by unsuitable electrical supply, operating systems, voltage fluctuations, environmental conditions, or climatic factors;
e) installation, calibration, configuration, or adjustment work;
f) maintenance services, consultancy, inspection visits, or technical assessments;
g) deterioration arising from normal wear and tear;
h) defects resulting from use contrary to the Documentation, technical instructions or intended use specified by the Supplier;
i) Products whose warranty seals, serial numbers or identification labels have been removed, altered, or damaged;
j) rubber seals, glass components, plastic components, and all accessories.

12.5 Warranty services shall be performed on a carry-in basis at the Supplier's authorised service centres.

12.6 Where available, the Supplier may provide a temporary replacement unit whilst repairs are undertaken. All shipping, transport and insurance costs relating both to the defective unit and any replacement unit shall be borne exclusively by the Customer unless otherwise agreed in writing. Replacement parts may be either new or professionally refurbished to an "as new" standard.

12.7 Hardware, software or third-party components incorporated into the Products shall be subject solely to the warranty terms provided by their respective manufacturers or licensors. The Customer acknowledges that it is solely responsible for complying with such third-party warranty conditions.

12.8 Any repair, modification or maintenance performed by the Customer or by any third party other than an authorised service centre shall immediately void the warranty.

12.9 The Supplier shall determine, at its sole discretion, whether any defective Product will be repaired or replaced.

12.10 At the Customer's request, collection, repair, or replacement shall be carried out by authorised personnel as soon as reasonably practicable and in accordance with the Supplier's operational requirements.

12.11 Any replaced parts or components shall become the Supplier's exclusive property and shall not be returned to the Customer.

12.12 The warranty shall also cease immediately if the Product is tampered with or fitted with non-original or unauthorised accessories, spare parts, or components.

12.13 Products purchased by consumers shall benefit from the mandatory twenty-four (24) month statutory warranty provided under applicable Italian and European consumer protection legislation.

12.14 Hour-based devices supplied to organisations, companies or professional users shall include the manufacturer's warranty until the purchased usage hours are exhausted, subject to a maximum period of twenty-four (24) months.

12.15 Customers using hour-based devices may purchase additional usage-hour packages. Where such packages are purchased, the warranty shall automatically extend until the additional hours have been exhausted, subject to a further maximum period of twenty-four (24) months from the purchase date of the additional package.

12.16 Contracts for unlimited-hours devices supplied to organisations, companies or professional users shall have a minimum contractual duration of twelve (12) months. The manufacturer's warranty shall cover the initial twelve (12) months. The Customer may purchase an additional twelve-month warranty extension.

12.17 Upon expiry of the applicable warranty period, the Customer may extend warranty coverage annually by purchasing the appropriate warranty extension package.

12.18 If no warranty extension package is purchased, the Customer shall cease to be entitled to any support, maintenance, or assistance services.

12.19 Customers using unlimited-hours devices may purchase a new annual extension package at any time following expiry of the initial twelve-month contractual period, provided that any intervening gap between expiry of the previous cover and reactivation of the services is also covered, up to a maximum interruption period of twelve (12) months.

13. CUSTOMER OBLIGATIONS

13.1 The Customer shall:

a) ensure the availability of suitable hardware and software for remote technical support where applicable;

b) maintain and update its own systems to ensure continued compatibility with Software and Hardware updates supplied by the Supplier;

c) use the Products solely for their intended purpose and in accordance with the applicable licence.

13.2 Where the Customer acts as a Reseller, it shall ensure that every End User is made aware of and complies with these General Terms and Conditions. The Reseller remains responsible for providing the Supplier with complete and accurate information concerning End Users.

14. ACCESS CREDENTIALS

14.1 Access credentials (user IDs and passwords) are strictly confidential. The Customer shall be solely responsible for safeguarding them and for all activities carried out using such credentials, whether authorised or unauthorised.

14.2 Neither the Supplier nor its Partners shall be liable for any direct or indirect loss arising from the loss, theft, or misuse of access credentials.

14.3 The Customer shall immediately notify the Supplier, by Certified Electronic Mail (PEC) or registered post, of any loss or theft of access credentials and shall provide a copy of the report filed with the competent authority. The Customer shall remain responsible for all use of the credentials until such notification has been acknowledged by the Supplier.

SECTION III – UPDATE, MAINTENANCE AND SUPPORT SERVICES
15. GENERAL PROVISIONS RELATING TO SUPPORT SERVICES

15.1 The services described in this Section are included for the full duration of all LTD Licences. For all other licence types, such services shall be provided only under a separate Maintenance and Support Agreement.

16. MAINTENANCE SERVICES

16.1 Maintenance services include:

i. Software updates and new software releases intended to improve the Product; and

ii. corrective maintenance for verified Software defects.

16.2 Maintenance services do not cover issues arising from misuse of the Products, unauthorised modifications, hardware failures, or connectivity failures.

17. SOFTWARE UPDATES AND DEVELOPMENTS

17.1 All software updates, developments and user manuals are supplied on an "as is" basis. The release of updates shall remain entirely at the Supplier's sole discretion.

17.2 The Customer may elect not to install any update. However, the Customer acknowledges and agrees that the Supplier shall not be liable for any damage, malfunction or compatibility issue arising from the Customer's failure to install the latest available version.

18. TRAINING SERVICES

18.1 Operational training is not included within the standard support services.

18.2 At its sole discretion, the Supplier may provide complimentary remote training sessions to the Customer.

18.3 Any resolute or customised training services shall be requested separately and shall be governed by a separate commercial agreement.

19. STANDARD AND ADVANCED SUPPORT SERVICES

19.1 Standard Support: Standard Support consists of remote assistance relating to the operation and functionality of the Products and is provided exclusively to the Customer, as further detailed in **Section A**.

19.2 Advanced Support

Advanced Support includes:

i. support services provided directly to End Users;
ii. on-site interventions;
iii. support provided outside normal business hours; and
iv. system reconfiguration made necessary by third-party interventions.

19.3 Advanced Support Services are not included within the standard contractual fees and shall be invoiced separately at the Supplier's prevailing hourly rates.

19.4 Unless otherwise agreed, support services are provided for a standard period of twelve (12) months.

19.5 Upon expiry or termination of the support services, the Supplier shall cease providing maintenance services and software updates.

For LTD Licences, the Customer may continue using the Software until any remaining prepaid usage credits or hours have been exhausted.

The Customer shall be solely responsible for extracting and preserving its own data before the support services expire.

19.6 Where the Customer wishes to reactivate support services following a period of interruption, the Customer shall be required to:

a) pay the applicable service reactivation fee; and
b) enter into a new Maintenance and Support Agreement on the Supplier's then-current commercial terms.

20. FEES AND PAYMENT FOR SUPPORT SERVICES

20.1 Standard support services shall be invoiced periodically at a fixed recurring fee, whereas Advanced Support Services shall be invoiced on a time and materials basis.

20.2 All fees are exclusive of VAT and shall be paid in accordance with the payment terms specified in **Section A** or, where applicable, in the relevant invoice.

SECTION IV – REPAIR AND REPLACEMENT TERMS

The provisions contained in this Section apply exclusively to Hardware Products.

21. ADVANCE REPLACEMENT AND DEAD-ON ARRIVAL (DOA)

21.1 Advance Replacement: Following approval of a support ticket, the Supplier may dispatch a replacement Product, whether new or refurbished, before receiving the defective unit.

The Customer shall return the defective Product within ten (10) days of receipt of the replacement unit.

21.2 Dead on Arrival (DOA): Where a defect is reported within thirty (30) days of delivery, the Supplier shall replace the defective unit with a new Product.

The Customer shall return the original unit together with all accessories and original packaging within ten (10) days.

21.3 Failure to return the defective Product within the prescribed period shall result in the application of the following retention charges:

Product Returned	Retention Charge
Within 35 calendar days	0%*
36–60 calendar days	10%
61–90 calendar days	30%
91–120 calendar days	50%
121–150 calendar days	70%
More than 150 calendar days	90%

* Any missing components and/or accessories shall be charged separately in addition to the applicable retention percentage.
Conversely, where delays in returning repaired units are attributable to the Supplier, the Customer may become entitled to service credits.

22. REPAIR, RETURN AND REPLACEMENT PROCEDURES

22.1 Any defect, fault or malfunction affecting the Products, including damage sustained during transportation, shall be notified to the Supplier in writing within the period prescribed by applicable law and, in any event, before expiry of the applicable warranty period.

22.2 Subject to the Supplier's prior approval, defective or faulty Products, or Products subject to an official recall, may be returned to the Supplier or an authorised service centre in accordance with the Supplier's instructions for inspection, testing, repair, or replacement.

22.3 All returned Products shall:

a) be shipped carriage paid, insured and entirely at the Customer's risk and expense;
b) be appropriately packaged, preferably in the original packaging; and
c) include the relevant Return Merchandise Authorisation (RMA) number on the shipping documentation together with the reason for return, identified as "Returned for Repair".

22.4 The Customer shall ensure that all returned Products are packaged adequately to prevent mechanical, electrical, or electromagnetic damage during transportation.

22.5 The Supplier reserves the right to reject warranty claims where damage has resulted from inadequate or improper packaging.

22.6 Repairs to Products listed in the Supplier's catalogue shall be carried out exclusively at the Supplier's premises or at authorised service centres designated by the Supplier, located at: Via Poli 29, 00187 Rome (RM), Italy.

For third-party products, the Supplier may, at its sole discretion, refer the Customer directly to the relevant manufacturer's authorised service centre.

22.7 No Product shall be accepted without a valid Return Merchandise Authorisation (RMA) number.

The Customer shall open a support ticket via the Support Portal (https://support.cedat85.com/) or by emailing (helpdesk@cedat85.com) the Supplier during normal support hours.

To obtain an RMA, the Customer shall provide:

i. full company and contact details;

ii. the Product serial number shown on both the Product and its packaging (and also available on the purchase invoice). Failure to provide the serial number shall invalidate the warranty; and

iii. a detailed description of the reported defect.

22.8 Every shipment must clearly display the RMA number on the delivery documentation, together with the reason:

"Returned for Repair."

Shipping costs shall be allocated as follows:

- Products under warranty
  The Customer pays the cost of shipping the Product to the Supplier.
  The Supplier pays the return shipping costs and reimburses the Customer's reasonable outbound shipping costs.
- Products outside warranty
  All transport, shipping and return costs shall be borne exclusively by the Customer.

22.9 Repairs performed outside the warranty period require:

a) the Customer's acceptance of the Supplier's quotation; and

b) the issue of a written purchase order.

Where the quotation is not accepted within fourteen (14) days, the Product shall be returned at the Customer's expense following payment of an administrative and diagnostic fee of € 100,00 per unit.

The same fee shall apply where the Customer requests disposal of the Product at the Supplier's premises.

22.10 Where additional faults are discovered during repair, the Supplier shall suspend the work and issue a revised quotation.

All repairs remain subject to the availability of spare parts.

22.11 Repairs are warranted for six (6) months from the date the repaired Product is returned to the Customer.

Such warranty shall not extend or renew the original Product warranty.

22.12 The Supplier accepts no responsibility for data, files or software stored on mass-storage devices.

The Customer is solely responsible for performing a complete backup before shipment.

22.13 The Customer shall package all Products adequately to prevent mechanical and electromagnetic damage during transit.

The Supplier reserves the right to reject warranty claims where inadequate packaging has caused damage.

22.14 Should repaired Products are not collected, or should delivery be refused, within two (2) months of notification, the Supplier may dispose of or destroy the Products.

22.15 Where invoices relating to Products or Services remain unpaid, the Supplier shall be entitled to exercise a lien over all Customer property in its possession until all outstanding amounts have been paid in full.

22.16 Where a returned Product is confirmed to be covered by warranty or forms part of an official recall campaign, the Supplier shall reimburse the Customer's reasonable standard shipping costs incurred in returning the Product.

22.17 For Products not covered by warranty, all transportation, insurance, shipping, and return costs shall remain entirely the Customer's responsibility.

22.18 Before returning any Product, the Customer shall, at its sole responsibility, perform a complete backup of all data, files, software, configurations, and information stored on the Product or its storage media.

22.19 The Supplier shall not be liable for any loss, corruption or destruction of data, software, programs, or digital content stored on any returned Product or storage device.

SECTION V – GENERAL PROVISIONS
23. ACCEPTANCE AND PASSING OF RISK

23.1 The Products shall be deemed accepted:

a) in the case of Software, upon activation; and
b) in the case of Hardware, upon delivery,

without prejudice to the Customer's warranty rights under this Agreement.

23.2 Risk in the Products shall pass to the Customer upon delivery to the carrier.

23.3 Digital Products shall be deemed delivered when the activation codes are transmitted to the Customer or the Software is made available for download or access.

24. TERM, TERMINATION AND WITHDRAWAL

24.1 These General Terms and Conditions shall apply throughout the duration of the Technical and Commercial Proposal.

Licences expressly designated as LTD Licences shall remain in force for twelve (12) months from the date of execution unless otherwise specified in the Technical and Commercial Proposal.

All other licences shall be granted for an indefinite period, subject to the termination rights set out in this Agreement.

24.2 The Supplier may terminate this Agreement for convenience at any time by giving the Customer not less than two (2) months' prior written notice.

Without prejudice to its right to recover damages, the Supplier may terminate the Agreement:

a) with immediate effect pursuant to Article 1456 of the Italian Civil Code where the Customer becomes insolvent, enters into liquidation, or becomes subject to any insolvency, restructuring, or similar proceedings;

b) with immediate effect pursuant to Article 1454 of the Italian Civil Code where the Customer fails to remedy a contractual breach within thirty (30) days following receipt of a formal written notice to remedy issued by the Supplier.

24.3 Where the Customer fails to make full or timely payment of any amount due under this Agreement, the Supplier may suspend all or part of the Services after serving a formal written notice of default.

Such suspension may take effect fifteen (15) days after receipt of the notice and shall not constitute a breach of contract nor entitle the Customer to compensation, reimbursement, or damages.

24.4 The Supplier may terminate this Agreement with immediate effect pursuant to Article 1456 of the Italian Civil Code where the Customer breaches any provision relating to:

Article 1 – Grant of Licence;
Article 2 – Licence Validation and Compliance;
Article 4 – Prohibited Use;
Article 5 – Acceptance of Customer Orders;
Article 6 – Fees and Payment Terms;
Article 25 – Limitation of Liability;
Article 26 – Intellectual Property Rights;
Article 27 – Confidentiality;
Article 30 – Processing of Personal Data.

25. LIMITATION OF LIABILITY

25.1 Except in cases of fraud or gross negligence, the Supplier's aggregate liability arising out of or in connection with this Agreement shall in all circumstances be limited to the total Fees paid by the Customer during the twelve (12) months immediately preceding the event giving rise to the claim.

25.2 The Supplier shall not be liable for any indirect, incidental, special, punitive, or consequential loss or damage, including, without limitation:

- loss of profit;
- loss of revenue;
- loss of business opportunity;
- loss or corruption of data;
- reputational damage;
- business interruption;
- regulatory penalties;

whether arising in contract, tort or otherwise, even where the Supplier has been advised of the possibility of such losses, nor shall the Supplier be liable for damage arising from third-party hardware or software.

25.3 The Supplier shall not be liable for:

a) cyber-attacks, cybersecurity incidents, or malicious acts committed by third parties;

b) configurations or modifications implemented by the Customer or third parties acting on its behalf;

c) unauthorised, unlawful, or improper use of the Products;

d) failure by the Customer to install updates, patches or security releases supplied by the Supplier;

e) failures, vulnerabilities or malfunctions arising from the Customer's or third parties' infrastructure, systems, networks, hardware, or software;

f) failures or interruptions caused by third-party hardware, software, cloud services, telecommunications providers, or external technological infrastructure.

25.4 The Customer acknowledges that speech recognition, transcription, machine learning, and artificial intelligence technologies are inherently probabilistic and may generate inaccuracies, omissions, hallucinations, incomplete outputs, or unintended results.

Accordingly, the Supplier makes no representation or warranty regarding the accuracy, completeness, reliability, suitability, legal validity or correctness of any transcription, metadata, summary, analytical output, or other content generated by the Products.

The Customer remains solely responsible for reviewing, validating, verifying, and approving every output before relying upon it,

publishing it, filing it with any authority, or using it for regulatory or legal purposes.

25.5 The Customer shall indemnify, defend, and hold harmless the Supplier, its directors, officers, employees, Partners, and affiliated companies from and against any claims, proceedings, liabilities, damages, losses, regulatory penalties, fines, costs, and expenses (including reasonable legal fees) arising from or relating to:

a) unlawful, unauthorised, or improper use of the Products;

b) unlawful processing of personal data;

c) reliance upon or dissemination of outputs generated by the Software;

d) any content, recordings, data or information uploaded, processed, transmitted, or stored through the Products;

e) any breach of applicable law, third-party rights, or regulatory obligations attributable to the Customer.

This indemnity shall survive termination of the Agreement.

25.6 The Supplier shall not be liable for delays or failures resulting from events beyond its reasonable control, including, without limitation:

a) widespread cyber incidents;
b) failure or withdrawal of AI models or supporting technologies;
c) infrastructure failures;
d) failures of third-party cloud providers;
e) electricity outages;
f) natural disasters;
g) fire;
h) flood;
i) earthquake;
j) supply chain disruption;
k) shortages of semiconductors or raw materials;
l) transport failures;
m) telecommunications outages;
n) legislative changes;
o) war;
p) terrorism;
q) civil unrest;
r) embargoes;
s) international sanctions;
t) strikes;
u) pandemics;
v) public health emergencies;
w) governmental action; or
x) any other event constituting force majeure.

Performance shall be suspended for the duration of the force majeure event.

Should the event continue for more than sixty (60) days, the Supplier may terminate the Agreement without liability.

The Supplier shall promptly notify the Customer of the force majeure event and shall use reasonable commercial endeavours to mitigate its effects and resume performance as soon as reasonably practicable.

26. INTELLECTUAL PROPERTY RIGHTS

26.1 The Customer acknowledges that CEDAT85 is the exclusive owner of the copyright and all other intellectual property rights relating to the Products, the Documentation, and all associated exploitation rights throughout the world.

The Customer further acknowledges that the operational software incorporated within the Products, including source code, future versions, updates, enhancements and developments, together with all technical, commercial and financial know-how disclosed in connection with this Agreement (collectively, the "Confidential Information"), are and shall remain the exclusive property of the Supplier.

All user manuals, technical specifications and related Documentation shall remain the Supplier's exclusive property and may not be used, copied, reproduced, transmitted, disclosed, or made available to third parties without the Supplier's prior written consent.

26.2 The foregoing shall also apply to any modification, adaptation, translation, derivative work, development or implementation relating to the Products, Documentation or Confidential Information.

26.3 Partners shall not use the Supplier's logos or trademarks without the Supplier's prior written consent.

26.4 All texts, summaries, metadata, transcripts, analytical results, and any other outputs generated by the Products ("Outputs") shall remain the exclusive property of the Customer.

26.5 The Customer acknowledges that all processing technologies and Large Language Models (LLMs) incorporated within or used

in connection with the Products remain the Supplier's exclusive intellectual property.

27. CONFIDENTIALITY

27.1 Each Party shall keep strictly confidential all technical and commercial information obtained during performance of this Agreement.

This obligation shall survive termination of the Agreement but shall not apply to information that is lawfully in the public domain.

27.2 The Customer acknowledges that the Products, Documentation and Confidential Information constitute valuable trade secrets and proprietary technical and commercial assets belonging to the Supplier, the unauthorised disclosure of which would cause substantial financial and non-financial harm.

27.3 The Customer undertakes:

a) to use Confidential Information solely to the extent necessary for performance of this Agreement;

b) to protect such Confidential Information using at least the same degree of care applied to its own confidential information, and in any event using reasonable security measures;

c) to disclose Confidential Information only to employees, directors, advisers, or contractors with a genuine need to know and who are bound by confidentiality obligations no less restrictive than those contained herein;

d) not to copy, reproduce, duplicate, disclose or otherwise distribute Confidential Information or Documentation without prior written consent;

e) not to use the Products or Confidential Information for any commercial purpose beyond that expressly authorised under this Agreement;

f) upon termination of the Agreement, or earlier upon request, to return or permanently destroy all Documentation and Confidential Information, including all copies in whatever medium.

27.4 These confidentiality obligations shall remain in force for ten (10) years from execution of the relevant Agreement.

28. PARTNERS AND RESELLERS

28.1 The Supplier may appoint authorised Partners or Resellers to perform some or all of its contractual obligations.

Such Partners or Resellers may carry out the activities described in these General Terms and Conditions or in the Technical and Commercial Proposal at the Supplier's discretion.

29. AUTHORISATION FOR MARKETING AND PUBLICITY

29.1 By signing these General Terms and Conditions, the Customer expressly authorises CEDAT85 S.r.l. and its Group companies to identify the Customer as a user of the Products and/or Services supplied under this commercial relationship and to use the Customer's logo, trademarks, references, testimonials, statements and case studies solely for informational, editorial, institutional and promotional purposes.

Such use may include, without limitation:

- corporate websites;
- marketing materials;
- presentations;
- press releases;
- digital channels;
- social media;
- industry publications; and
- printed or electronic promotional materials.

CEDAT85 undertakes to use such materials fairly, accurately, and solely to represent its customer portfolio and genuine use cases.

This authorisation is granted free of charge and may be withdrawn by the Customer at any time by written notice sending to amministrazione@pec.cedat85.com.

30. PROCESSING OF PERSONAL DATA

30.1 The Parties undertake to comply with Regulation (EU) 2016/679 (the "GDPR") and all applicable national data protection legislation. Each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the processing activities carried out.

30.2 Each Party shall act as an independent Data Controller in relation to the personal data of the other Party's employees, representatives, or contractors (including, by way of example, names and corporate email addresses) processed for the purposes of contract management and compliance with legal obligations.

The Customer acknowledges and agrees that it shall remain solely responsible for compliance with all applicable employment, labour, workplace monitoring, and employee information obligations relating to the use of the Products.

30.3 The Parties undertake to comply with any decisions, guidelines and orders issued by the competent Data Protection Authority.

30.4 To the extent that the Supplier processes personal data on behalf of the Customer in connection with the services provided under this Agreement (for example, through maintenance or remote technical support services), the Customer shall act as the Data Controller, and the Supplier shall act as the Data Processor.

Such processing shall be governed by the specific appointment of the Supplier as Data Processor and by the separate Data Processing Agreement (DPA) contained in **Section B**, which forms an integral and substantial part of this Agreement.

30.5 The Customer shall remain solely responsible for compliance with its obligations as Data Controller.

The Customer shall indemnify and hold harmless the Supplier against any claim, penalty, loss, or damage arising from the Customer's failure to comply with applicable data protection legislation.

31. PRIVACY NOTICE AND USE OF DATA

31.1 The Supplier processes the personal data of the Customer and End Users (including personal data relating to their respective employees and representatives) solely for the following purposes:

i. performance of this Agreement and provision of the related Services;

ii. administrative, legal, regulatory and tax compliance;

iii. management, security, maintenance, monitoring and protection of the Products, systems, and infrastructure; and

iv. protection and enforcement of the Supplier's contractual and legal rights.

Provision of such data is mandatory for the performance of this Agreement.

Failure to provide the required data may prevent the Supplier from performing its contractual obligations.

31.2 All processing activities shall be carried out in accordance with:
- Regulation (EU) 2016/679 (GDPR);
- applicable Italian data protection legislation; and
- any other applicable European or national legislation governing the protection of personal data.

31.3 The Products are designed to operate offline.

All recordings, transcripts and related content shall remain stored exclusively within the Customer's own environment.

The Supplier shall not access, acquire, transfer, or otherwise process such content except:

a) upon the Customer's prior written request; or

b) where strictly necessary for technical support, maintenance, or security purposes.

31.4 The Supplier's appointment as Data Processor shall become effective upon execution of the Data Processing Agreement contained in **Section B** and shall remain effective throughout the duration of the relevant maintenance, technical support or security services unless revoked or terminated in accordance with applicable law.

31.5 Upon termination of this Agreement, or upon cessation of the relevant processing activities, the Supplier shall, at the Customer's election and subject to Clause 31.13, either:

a) return all personal data processed on behalf of the Customer; or

b) securely and irreversibly erase such personal data.

31.6 Acting upon the Customer's documented instructions as Data Controller, the Supplier may process:

a) identification, contact, administrative and commercial data;

b) data relating to document management, archiving, transcription, software development, maintenance, technical support, and IT services;

c) personal data processed through electronic, automated, and digital systems and infrastructure.

31.7 The Supplier shall process personal data exclusively in accordance with the Customer's documented instructions unless otherwise required by applicable law.

31.8 Where necessary and in accordance with the principle of necessity, the Supplier may disclose personal data to:
- authorised employees, personnel, and contractors involved in administrative, commercial, legal, or technical activities;
- external service providers, consultants, IT providers, cloud providers, auditors, legal advisers, banks, insurance companies, and companies within the Supplier's corporate group;
- public authorities, supervisory authorities, or governmental bodies where disclosure is required by applicable law or a legally

binding order.

31.9 Any consent provided by the Customer may be withdrawn at any time without affecting the lawfulness of processing carried out prior to such withdrawal.

31.10 The Supplier represents and warrants that it has implemented appropriate technical and organisational measures in accordance with Articles 24, 28 and 32 GDPR to ensure a level of security appropriate to the risks involved, including protection against unauthorised or unlawful processing and against accidental loss, destruction, alteration, or disclosure of personal data.

Such measures may include, where appropriate:

a) encryption and pseudonymisation;

b) access control and authentication systems;

c) backup and disaster recovery procedures;

d) logging and monitoring systems;

e) cybersecurity measures and vulnerability management.

31.11 The Supplier shall not process the Customer's personal data for AI model training or profiling purposes.

31.12 The Customer shall remain responsible for the security of its own environment, including:

- endpoint protection;
- network segmentation;
- user access management;
- physical access controls; and
- secure storage of recordings, transcripts, and locally stored credentials.

31.13 Notwithstanding Clause 31.5, the Supplier may retain the Customer's personal data following termination of this Agreement only to the extent and for the period strictly necessary:

a) to comply with legal, accounting, tax, or regulatory obligations; or

b) to establish, exercise or defend legal claims.

Upon expiry of the applicable retention period, such data shall be permanently deleted or irreversibly anonymised.

31.14 The Customer acknowledges and agrees that, in connection with the use of AI-powered Products and transcription technologies, personal data may be processed for the purpose of generating:

- transcripts;
- metadata;
- summaries; and
- analytical outputs requested by the Customer.

The Customer shall remain solely responsible for:

a) identifying the appropriate legal basis for such processing;

b) providing all required privacy notices and obtaining any necessary consents;

c) ensuring that use of the Products complies with applicable legislation relating to data protection, employment law, confidentiality obligations, and sector-specific regulation.

31.15 The Customer shall indemnify and hold harmless the Supplier against any claim, regulatory penalty, fine, liability, loss or cost arising from unlawful instructions, unauthorised processing activities, or breaches of applicable data protection legislation attributable to the Customer or its users.

31.16 The Customer and its personnel may exercise their statutory rights under applicable data protection legislation (including rights of access, rectification, and erasure) by contacting the Supplier's Legal Department at:

- cedat85@cedat85.com
- or the competent Data Protection Authority.

32. CYBERSECURITY, OFFLINE ARCHITECTURE AND SYSTEM SECURITY

32.1 The Customer acknowledges and agrees that the Products have been designed according to the principles of "Security by Design" and may operate using a completely offline architecture intended to minimise the risks of external intrusion, unauthorised access, cyber-attacks, and data breaches.

The Customer shall implement appropriate network segmentation, access control mechanisms, and cybersecurity measures.

32.2 The Supplier shall notify the Customer, without undue delay after becoming aware of it, of any personal data breach affecting

personal data processed on behalf of the Customer.

32.3 The Customer shall promptly notify the Supplier of any suspected cybersecurity vulnerability, security incident or unauthorised access affecting the Products.

32.4 The Customer further acknowledges that no hardware, software, artificial intelligence system, network infrastructure, or cybersecurity measure can ever be considered completely immune from:

- cyber threats;
- unauthorised access;
- malware;
- ransomware attacks;
- data corruption;
- denial of service attacks; or
- other cybersecurity incidents.

32.5 The Supplier warrants that, to the best of its knowledge and following commercially reasonable verification procedures, the Software does not intentionally contain:

- hidden access mechanisms ("backdoors");
- undisclosed data transmission functionality; or
- malicious code designed to compromise the confidentiality, integrity, or availability of Customer data.

32.6 Nevertheless, the Customer shall remain solely responsible for:

- the physical security of the Products;
- management of credentials and access rights;
- the integrity, extraction, transfer, and storage of data using USB devices, removable media, local infrastructure, or third-party peripherals.

The Customer further acknowledges that the security, integrity, and resilience of the Products also depend upon the security measures, infrastructure, networks, access controls, configurations, and operational procedures implemented by the Customer and/or third parties under its control.

Accordingly, the Customer shall:

a) implement and maintain appropriate technical, organisational and cybersecurity measures consistent with applicable legislation, recognised industry standards, and cybersecurity best practice;

b) ensure adequate network segmentation, access management, authentication controls, endpoint protection, backup procedures, and vulnerability management;

c) promptly install all updates, security patches and recommendations issued by the Supplier;

d) prevent unauthorised access to the Products and associated infrastructure;

e) promptly notify the Supplier of any suspected cybersecurity incident, vulnerability, compromise, unauthorised access, malware infection, or security event affecting the Products or their operating environment;

f) cooperate in good faith with the Supplier in relation to cybersecurity investigations, mitigation measures, and incident response activities.

32.7 The Customer acknowledges that the Products do not eliminate the need to implement independent cybersecurity measures, internal policies, monitoring systems, and operational controls within its own IT environment.

32.8 The Supplier shall not be liable for cybersecurity incidents, unauthorised access, loss of data, alteration, disclosure, or compromise of systems arising from:

a) integration of the Products into insecure or inadequately protected local networks or infrastructures;

b) use of uncertified or unauthorised third-party hardware, software, or peripherals;

c) the Customer's failure to implement appropriate security measures, policies, or access controls;

d) unauthorised modifications, tampering, or improper alterations carried out by the Customer or third parties;

e) vulnerabilities or malfunctions attributable to third-party infrastructures, telecommunications providers, cloud services, or external systems.

32.9 The Supplier implements reasonable and proportionate technical and organisational measures designed to ensure the security, integrity, availability, confidentiality and resilience of the Products and their related software systems, in accordance with applicable industry standards, recognised cybersecurity best practices and any certifications expressly declared by the Supplier.

32.10 The Customer acknowledges and agrees that the Products may process audio recordings, voice data, transcripts, metadata,

translations, subtitles and other information generated through artificial intelligence-based functionality and undertakes to use the Products in compliance with all applicable laws relating to privacy, employment law, interception of communications, confidentiality obligations, public administration legislation and sector-specific compliance requirements.

32.11 The Customer shall be solely responsible for obtaining any authorisations, notices, consents, or legal bases required under applicable law for the recording, transcription, translation, storage, indexing, encryption or processing of communications and personal data through the Products.

32.12 The Supplier shall not monitor, access, or review the content processed through the Products, except where this is strictly necessary for technical support, maintenance, legal compliance, or security purposes, and always in accordance with the applicable obligations relating to confidentiality and data protection.

33. REGULATORY COMPLIANCE AND ARTIFICIAL INTELLIGENCE

33.1 The Supplier declares that the Products are designed and developed having regard to the principles and applicable requirements of Regulation (EU) 2024/1689 (the "AI Act"), insofar as such requirements apply to the specific artificial intelligence functionality incorporated within the Products.

33.2 The Products are not intended or authorised for biometric identification, biometric categorisation, emotion recognition, or any prohibited artificial intelligence practices under the AI Act, unless otherwise expressly agreed in writing.

33.3 To the extent required by applicable legislation, and depending upon the intended use, classification and deployment context of the relevant AI functionality, the Customer acknowledges that certain obligations under the AI Act may apply directly to the Customer acting as the deployer, operator, distributor, or professional user of the Products.

33.4 The Products may include functionality based on artificial intelligence systems, machine learning technologies, speech recognition, natural language processing, transcription engines, translation systems, or generative AI models.

33.5 Where the Customer uses the Products in judicial, law enforcement, public security, regulatory, healthcare, or other high-risk contexts within the meaning of the AI Act, the Customer shall act as the "deployer" under Regulation (EU) 2024/1689 and shall therefore be solely responsible for:

a) implementing appropriate human oversight measures;

b) ensuring that authorised personnel receive adequate training;

c) assessing the suitability of the Products for the intended use case;

d) validating, supervising, and interpreting AI-generated outputs;

e) ensuring compliance with transparency, accountability, documentation retention, and operational obligations imposed by applicable legislation.

33.6 Unless otherwise expressly agreed in writing, the Products are not intended to make autonomous decisions capable of producing legal effects or similarly significant effects on natural persons without meaningful human oversight and intervention.

33.7 The Customer shall indemnify and hold harmless the Supplier against any claim, regulatory sanction, liability, damage, or enforcement action arising from any unlawful, non-compliant or unauthorised use of the AI functionality by the Customer, its personnel, its users or any third party acting on its behalf.

33.8 To the extent required by the AI Act or any other applicable legislation, the Customer undertakes to cooperate with the Supplier in relation to incident reporting obligations, requests from competent authorities, post-market monitoring activities and the implementation of corrective or mitigation measures relating to the AI functionality of the Products.

34. GOVERNING LAW, MEDIATION AND DISPUTE RESOLUTION

34.1 This Agreement shall be governed by and construed in accordance with the laws of Italy.

34.2 Any dispute shall first be submitted to mandatory mediation before a registered mediation body having its registered office in Brindisi, Italy, pursuant to Italian Legislative Decree No. 28/2010.

34.3 Should the mediation procedure conclude unsuccessfully, the Courts of Brindisi, Italy, shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

34.4 Where the Customer is a public sector body which, under the applicable national legislation, cannot validly submit to the jurisdiction of a foreign court or to mediation as a mandatory precondition to legal proceedings, the Parties may agree within the Technical and Commercial Proposal upon an alternative dispute resolution mechanism compatible with such mandatory legal requirements.

35. FINAL PROVISIONS

35.1 The Supplier may amend these General Terms and Conditions by notifying the Customer where required for regulatory, technical, or commercial reasons. Such amendments shall become binding fifteen (15) days after notification unless the Customer objects in writing within that period. Continued use of the Products shall constitute acceptance of the amended contractual terms.

35.2 Any failure or delay in exercising a right shall not constitute a waiver of that right.

35.3 The Customer may not assign or transfer this Agreement without the Supplier's prior written consent. Should any provision of this Agreement be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

35.4 Where the Customer is a natural person acting for purposes outside its trade, business, craft or profession and therefore qualifies as a consumer, the provisions of Italian Legislative Decree No. 206/2005, as amended from time to time (the "Consumer Code"), shall apply and are hereby expressly incorporated by reference. Where the Customer resells the Product to a person qualifying as a consumer under the aforementioned legislation, the Customer expressly waives, to the fullest extent permitted by applicable law, any right of recourse or indemnity against the Supplier pursuant to Article 134 of Legislative Decree No. 206/2005.

35.5 The supply of the Products and Services shall at all times remain subject to the absence of any restrictions, prohibitions or impediments arising under applicable national, European Union, United States or international export control, sanctions, or trade compliance legislation, including, without limitation, embargoes, restrictive measures, or other sanctions. The Customer undertakes promptly and accurately to provide all information, documentation, authorisations, and declarations required for the export, import, customs clearance, shipment, transfer, or re-export of the Products. Any delays resulting from export control reviews, licensing procedures, customs inspections, or governmental approval processes shall automatically suspend and render ineffective any agreed delivery dates or deadlines, without liability on the part of the Supplier. Should any required authorisation, export licence or governmental approval be refused, revoked or otherwise become unavailable, or should the export, transfer, supply or use of the relevant Products or Services become prohibited under applicable law, this Agreement shall automatically cease to have effect solely in respect of the affected Products and/or Services, without liability on the part of either Party. The Supplier shall be entitled to suspend performance or terminate this Agreement, in whole or in part and with immediate effect, without notice, where necessary to ensure compliance with applicable national or international export control, sanctions or trade compliance legislation. In such circumstances, the Supplier shall in no event be liable for any damages, losses, indemnities, or claims brought by the Customer or any third party. Following delivery or making available of the Products, including hardware, software, technology, technical data, documentation, and related services, including technical support services in any form, the Customer shall comply with all applicable national, European Union, United States and international export control and re-export legislation. The Customer shall not export, re-export, transfer, make available or otherwise use the Products or Services in breach of any applicable sanctions, embargoes, or export control laws, nor permit any third party to do so.

These General Terms and Conditions shall be effective and binding upon the Customer and the End User, to the extent applicable to the specific contractual relationship established, provided that, at the time of conclusion of the Agreement, they knew or ought reasonably to have known of them through the exercise of ordinary diligence.

Date and Place

For CEDAT85 S.r.l. _____ For the Customer _____

The Customer declares that it has carefully reviewed and expressly accepts, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions of these General Terms and Conditions:

Article 1 (Grant of Licence)
Article 2 (Licence Validation and Compliance)
Article 4 (Prohibited Use)
Article 5 (Acceptance of Customer Orders)
Article 6 (Fees and Payment Terms)
Article 7 (Backup Disclaimer and Warranty)
Article 12 (Hardware Warranty)
Article 13 (Customer Obligations)
Article 14 (Access Credentials)
Article 19 (Standard and Advanced Support Services)
Article 20 (Fees and Payment for Support Services)
Article 21 (Advance Replacement and Dead-on Arrival)
Article 22 (Repair, Return and Replacement Procedures)
Article 23 (Acceptance and Passing of Risk)
Article 24 (Term, Termination and Withdrawal)
Article 25 (Limitation of Liability)
Article 26 (Intellectual Property Rights)
Article 27 (Confidentiality)
Article 29 (Authorisation for Marketing and Publicity)
Article 31 (Privacy Notice and Use of Data)
Article 32 (Cybersecurity, Offline Architecture and System Security)
Article 33 (Regulatory Compliance and Artificial Intelligence)
Article 34 (Governing Law, Mediation and Dispute Resolution)
Article 35 (Final Provisions)

Date and Place

For CEDAT85 S.r.l. _____ For the Customer _____

SECTION A
MAINTENANCE AND SUPPORT SERVICES

The following services are included where a Maintenance Agreement is active or where the Customer holds an LTD Licence:

- Software Updates: Provision of new Software releases as soon as they become available.
- Technical Support (Ticketing): Access to the Supplier's web-based ticketing platform for technical assistance.
- Standard Help Desk Support: Telephone technical support on Business Days, Monday to Friday, from 09:00 to 18:00 (CET/CEST).
- Standard Remote Technical Support: Remote technical assistance for Hardware and Software devices, provided at the Customer's expense on Business Days, Monday to Friday, from 09:00 to 18:00 (CET/CEST).

Services Excluded

The following services are expressly excluded from the Maintenance Services:

- Restoration of operational conditions resulting from the use of accessories not supplied by the Supplier, gross negligence, wilful misconduct, or unauthorised modifications attempted by the Customer.
- Restoration of operational conditions relating to Software versions that have become obsolete due to technological evolution and software updates.
- Hardware Modifications: Restoration of operational conditions following any modification to or replacement of Hardware components.
- Force Majeure and External Damage: Restoration of operational conditions following natural disasters, fire, flood, earthquake, pandemic, epidemic, war, terrorism, civil unrest, strikes, labour disputes, supply chain disruptions, shortages of materials, transport failures, power outages, telecommunications failures, cyber-attacks, acts of public authorities, legislative changes or any other event of force majeure.
- Consumables and Physical Media: Supply of physical media or accessories (including disks, microphones, and similar items).
- Post-Contractual Changes: Implementation of modifications requested as a consequence of circumstances arising after the conclusion of the Agreement.
- Third-Party Software and Viruses: Virus removal and help desk support relating to software not produced by the Supplier.
- Custom Development: Additional software development for bespoke customisations, charged at €650.00 per person-day, plus applicable VAT.
- Advanced Support: Technical assistance provided outside the standard Business Days and hours specified above.
- Professional Services: Personnel shall be charged in accordance with the following daily rates.

Professional Services Rates

Resource	Daily Rate
Project Manager	€990 per person-day
Certified System Administrator	€550 per person-day
Senior STT–TTS Developer	€850 per person-day
Linguist	€850 per person-day
Analyst	€650 per person-day
Tester	€400 per person-day
Senior Software Engineer	€650 per person-day

Hardware Technical Support Charges

- Hourly Rate: €90.00 per hour, plus applicable VAT, for remote assistance.
- On-site Assistance: €140.00 per hour, with a minimum charge of four (4) hours, plus applicable VAT.
- Interventions lasting less than one hour: Charged on a per-minute basis, subject to a minimum charge of €30.00.

In addition to the applicable service charges, the Customer shall reimburse all travel time together with any travel, subsistence and accommodation expenses incurred by the Supplier's personnel.

SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT (SLA)
Technical Support Procedure

Technical support is provided exclusively to the Customer by telephone or remote assistance.

Where necessary, or upon the Customer's express request, the Supplier may interface directly with the End User.

Types of Service

Service	Days and Hours
Standard Remote Support	Business Days, Monday to Friday, 09:00–18:00 (CET/CEST)
Weekday Availability	Business Days, Monday to Friday, 09:00–18:00 (CET/CEST)
Public Holiday Availability	Business Days, Monday to Friday, 09:00–18:00 (CET/CEST)
On-site Customer Support	Business Days, Monday to Friday, 09:00–18:00 (CET/CEST)

When submitting a support request through the Ticketing System, the Customer shall provide a detailed description of the issue,

including all relevant Hardware and Software identifiers (such as serial number, Location ID, IP address, and error codes), in order to facilitate prompt resolution.

Where the issue relates to Software errors, the Licensee shall provide objective evidence of the malfunction.

Maintenance Services expressly exclude the correction of issues arising from improper use of the Software by the Licensee or the End User.

Support Levels and Response Times

The Help Desk shall open a support ticket in real time.

Tickets shall be classified as follows.

Level 1 (Primary): Handled by the Supplier's headquarters or by general technical personnel responsible for routine maintenance, troubleshooting and issues capable of being resolved during the first point of contact.

Level 2 (Secondary): Handled by specialist personnel for complex issues or extraordinary on-site maintenance.

Urgency: Urgency shall be determined according to the potential loss based upon the CIA Principles (Confidentiality, Integrity, and Availability).

Value	Urgency	Definition
1	High	Total loss, increased potential risk
2	Medium	Partial loss
3	Low	Minor issue not capable of compromising the applicable criterion

Impact: Impact shall be determined according to the classification of the information processed by the Customer.

Value	Impact	Definition
1	High	Confidential
2	Medium	Internal
3	Low	Public

Priority Matrix: Priority shall be determined by combining Urgency and Impact.

Urgency ↓ / Impact →	High	Medium	Low
High	1	2	3
Medium	2	4	4
Low	3	6	9

Issues Resolvable Remotely by Telephone

Priority	Initial Response	Resolution
1	Within 1 hour	Within 8 hours[1]
2–4	Within 8 hours	Within 16 hours[1]
6–9	Within 12 hours	Within 72 hours[1]

Issues Resolvable Remotely Through System Access

Priority	Initial Response	Resolution
1	Within 1 hour	Within 8 hours[1]
2–4	Within 8 hours	Within 16 hours[1]
6–9	Within 12 hours	Within 72 hours[1]

[1] Where restoration requires an on-site intervention or replacement of Hardware, the resolution times may be extended. In such cases, within the time specified in the "Resolution" column, the Customer shall receive a remediation plan including the estimated resolution timeframe and implementation schedule. All time periods refer to Business Hours.

Issues Requiring Physical Intervention

The Product shall be shipped to the Supplier's Service Centre: Via Poli 29, 00187 Rome (RM), Italy

Priority	Initial Response	Intervention Plan
1	Within 24 hours of receipt	Within 2 Business Days following receipt at the laboratory
2–4	Within 48 hours of receipt	Within 3 Business Days following receipt at the laboratory
6–9	Within 72 hours of receipt	Within 5 Business Days following receipt at the laboratory

Operational Service Levels (Operational SLA)

- Data Security: 100% of data stored on disk is encrypted using AES-256 (minimum) with dual-layer encryption. Communication between the client and CABOLO® via TLSv1.3, AES-XTS 512 disk encryption
- Access Control and Logging: 100% of access to sensitive data is restricted to authorised personnel. 100% of user activities are recorded within the internal logging database.
- Hardware Protection: The hard disk is uniquely associated with the specific machine for which it has been encrypted.
- Data Integrity: 100% of files are protected through hashing to enable post-implementation integrity verification.
- Backup Services: Available only upon the Customer's express request and subject to a separate contractual agreement.
- CABOLO® System Availability: 99.9% availability, calculated on the basis of an average use of eight (8) hours per day[2].
- CABOLO® Operational Recovery: 99.9% success rate in restoring interrupted recording sessions following human error upon system restart.
- CABOLO® Data Processing: 99.9% processing reliability through organisational measures enabling deferred reprocessing of unsuccessful sessions.
- CABOLO® Performance: High performance is achieved under optimal operating conditions through the use of authorised recording accessories, supporting speech at a rate of up to 110 words per minute with a response time of 2 seconds.

[2] Actual performance depends upon the electrical infrastructure and suitability of the installation environment.

SECTION B
DATA PROCESSING AGREEMENT (DPA)

(Pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR))

This Data Processing Agreement (the "Agreement" or "DPA") governs the processing of personal data carried out by:

CEDAT85 S.r.l., having its registered office at Piazza Carducci 27/28, 72019 San Vito dei Normanni (Brindisi), Italy, Tax Code/VAT No. 01322700749, represented by its legal representative pro tempore (hereinafter the "Supplier", the "Data Processor" or the "Processor"),

for the purpose of providing the services (the "Services") to the

Customer, as identified in the Technical and Commercial Proposal (hereinafter the "Data Controller", the "Controller" or the "Customer"),

hereinafter jointly referred to as the "Parties."

PREMISES

The Parties acknowledge that:

a) the Parties have entered into an Agreement for the supply of the Products and the licensing of CABOLO® software, applications, and/or devices (the "Services");

b) performance of the Agreement requires authorisation for the Supplier to connect to the Customer's internal systems and may require the processing of personal data belonging to the Customer (the "Personal Data");

c) such processing is strictly ancillary and incidental to resolving operational issues affecting the Software or the software components of the Hardware systems;

d) the Supplier declares that it possesses the technical expertise and organisational resources necessary to implement appropriate technical and organisational measures in accordance with the GDPR;

e) the Processor shall process Personal Data solely in accordance with the written instructions provided by the Controller under this Agreement and any subsequent written agreements;

f) it is the Controller's intention to authorise access both by the Processor and by persons authorised to process Personal Data only insofar as such access is necessary to perform the tasks assigned to them.

Accordingly, the Parties agree as follows.

ARTICLE 1 – PREMISES

1.1 The above Premises form an integral and substantial part of this Agreement.

ARTICLE 2 – SUBJECT MATTER AND SCOPE

2.1 The Customer, acting as the Data Controller, being the party responsible for determining the purposes and means of processing Personal Data, hereby appoints CEDAT85 S.r.l. as Data Processor and expressly authorises it to connect to the Customer's information systems using appropriate remote assistance tools (including remote connection, remote support and on-site intervention).

The Controller entrusts the Processor with all—and only those—processing operations that are strictly necessary to provide the Services in full.

Where damage results from processing activities, the Processor shall be liable only where it has failed to comply with those obligations specifically imposed upon Data Processors under the data protection legislation in force from time to time or has acted contrary to, or outside the scope of, the Controller's lawful instructions.

2.2 The Supplier warrants that all tools, technologies, and personnel used for remote assistance comply with applicable security legislation and confidentiality obligations.

The Controller undertakes officially to notify the Processor of any changes that become necessary in relation to the processing operations.

Neither the Processor nor any person authorised to process Personal Data may carry out any processing activity other than those strictly necessary for performance of the Services.

2.3 Access shall be provided only occasionally and exclusively at the Customer's request.

In these circumstances, the Supplier shall not act as a permanent system administrator.

Access shall remain limited both in duration and scope to what is strictly necessary to provide the requested support.

2.4 Where it becomes necessary to process Personal Data relating to third parties, the Supplier shall do so exclusively on the Customer's documented instructions and solely for the purpose of performing the Services.

2.5 Where it becomes necessary to export data, the Customer shall ensure that a valid backup exists that is no more than one (1) Business Day old.

The Supplier undertakes automatically to delete any exported data immediately following completion of the support intervention.

2.6 The Customer, acting as Data Controller, shall remain solely responsible for:

- the lawfulness of the Personal Data collected;
- the accuracy of such Personal Data; and
- compliance with all obligations imposed upon the Controller under the GDPR.

2.7 By this Agreement, the Controller grants the Processor a general written authorisation to appoint one or more Sub-processors in connection with the provision of the Services.

Where the Processor appoints any Sub-processor, it undertakes:

- to select only Sub-processors capable of providing sufficient guarantees regarding their experience, reliability, and technical competence;
- to ensure that each Sub-processor implements appropriate technical and organisational measures sufficient to satisfy the requirements of the GDPR and all legislation applicable from time to time;
- to enter into a written contract or other legally binding instrument with each Sub-processor, clearly defining the activities entrusted to that Sub-processor;
- to impose upon each Sub-processor the same data protection obligations imposed upon the Processor by this Agreement, the GDPR and any applicable decisions or measures issued by the competent Supervisory Authority.

Where a Sub-processor fails to fulfil its data protection obligations, the Processor acknowledges that it shall remain fully liable to the Controller for the performance of the Sub-processor's obligations.

The Processor further undertakes to indemnify and hold harmless the Controller against any damage, claim, compensation, regulatory sanction, or liability arising from:

the Sub-processor's failure to comply with applicable data protection legislation; or
any breach of this Agreement or of applicable data protection law by the Processor or its Sub-processors.

The Processor shall also inform the Controller of any intended changes concerning the appointment or replacement of Sub-processors, thereby giving the Controller the opportunity to object to such changes.

ARTICLE 3 – FINAL PROVISIONS

3.1 For any matter not expressly governed by this Agreement, the provisions of the GDPR and Articles 30 to 33 of the General Terms and Conditions shall apply.

REMOTE SUPPORT AND DATA PROCESSING DETAILS
Categories of Data Subjects

☒ Customers

☐ Prospective Customers

☐ Suppliers

☐ Third Parties

☐ Cardholders (Loyalty or Payment Cards)

☒ Users

☐ Registered Users (Wi-Fi Access)

☐ Other: _____

Categories of Personal Data

Identification Data

- First name
- Surname

- Date of birth
- Gender

General Personal Data
- Address
- Postcode
- Town/City

Accounting Data
- Tax Identification Number
- VAT Registration Number

Contact Details
- Telephone number
- Mobile number
- Email address

Nature and Purpose of Processing

Technical management and support strictly necessary to enable the Supplier to provide the contractual Services to the Customer.

Duration of Processing

Processing shall be strictly limited to the period necessary to perform the requested support intervention and fulfil the Customer's request.

Date and Place

For CEDAT85 S.r.l. _____ For the Customer _____