GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1 General Terms and Conditions

1.1 The following general terms and conditions of supply (the "**GTC**") govern all supplies of goods and services (collectively, the "**Products**") by ATLIX S.r.l., an Italian based company ("**ATLIX**"), to customers (the **"Customer(s**)"), and shall form an integral part of the contract entered into between ATLIX and the Customer ("**Agreement**").

1.2 The Customer's terms and conditions of purchase shall not become part of the Contract, even if ATLIX does not explicitly reject them at the time of order confirmation. The application of any other commercial terms or conditions, or those implied by trade usage or custom, shall be applicable only if specifically accepted in writing by ATLIX. In the event of any conflict between these GTC and any order, confirmation, specification, general condition, or document of the Customer, these GTC shall prevail, unless expressly waived and specifically signed by ATLIX.

1.3 Each individual contractual relationship is concluded solely and exclusively in writing through the exchange of commercial correspondence (for example, upon issuance of an order confirmation by ATLIX in the case of an order placed by the Customer, or in the case of an offer by ATLIX, upon the Customer's submission of an acceptance of the order). The Contract may also be concluded electronically through the exchange of messages via standard email.

1.4 For the purposes of its validity and effectiveness, any amendment to these GTC or to the Contract must be made in writing and duly signed by both Parties.

1.5 ATLIX reserves the right to make technical modifications at any time to the extent that such modifications constitute an improvement to the Product.

1.6 The failure to exercise a right or remedy provided for in these GTC shall not be construed as a general waiver of such right or remedy, nor shall it prevent the party entitled to such right or remedy from subsequently demanding the strict and timely application of all the provisions contained herein.

1.7 Should any provision of these GTC be found to be void or unenforceable, such invalidity or unenforceability shall not affect the remaining contractual provisions.

2 Raw Materials, Components, and Technical and Technological Guidelines

2.1 Where, pursuant to the Contract, ATLIX is required to use specific raw materials and components supplied on a contract-for-work basis by the Customer (**"Contract-for-Work Materials**") and/or to perform the work in accordance with the operational guidelines provided by the Customer and/or to utilize the technical and technological knowledge, as well as the models and prototypes made available by the Customer (**"Customer Technical Specifications**"), the Customer is required to promptly deliver the same to ATLIX, and any delivery terms agreed upon in the Contract shall commence only upon the full delivery to ATLIX of everything necessary for the performance of the Contract.

2.2 If processing and/or delivery timelines so require, and in the event of inaction or delay by the Customer and/or its suppliers in supplying the Contract Work Material, ATLIX may, upon written notice to the Customer, procure the Contract Work Material from third parties, charging the costs thereof to the Customer.

2.3 The Customer warrants that the Technical Specifications it provides to ATLIX do not infringe upon the intellectual and industrial property rights of third parties, and undertakes to indemnify and hold ATLIX harmless from any damages and/or claims in the event of disputes concerning such infringements.

3 Processing and Delivery Terms

3.1 Delivery times are set forth in the Contract and, unless otherwise specified in the Contract, are considered to be merely indicative and non-binding on ATLIX.

3.2 ATLIX's compliance with delivery times presupposes that all commercial and technical details of the Contract have been clearly agreed upon by the contracting parties and that the Customer has fulfilled its obligations regarding activities, supplies, or payment of down payments and/or advances. In the absence of these conditions, delivery times will be extended accordingly, without this being attributable to ATLIX.

3.3 Any modification of the specifications and/or configuration and/or quantity of the Products ordered under the Contract at the Customer's request, if accepted by ATLIX, will result in a postponement of the delivery date and/or an increase in price. In the latter case, ATLIX will provide the Customer with a quote for the modification, the acceptance of which will be a condition for the implementation of the requested modifications; failing that, the performance of the Contract will continue without implementation of the requested modification.

3.4 In the event of a delay due to unforeseeable reasons and/or reasons not attributable to ATLIX, the latter shall not be held liable, and the delivery date shall be extended in proportion to the duration of the impediment. This also applies in the event of insufficient or delayed internal supply, provided that ATLIX has made a covering purchase of equal value and the cause of the delayed or insufficient internal supply is not attributable to ATLIX. ATLIX shall promptly notify the Customer of the onset and cessation of the circumstances causing the delay. The delivery period shall likewise be extended in proportion to the duration of the impediment.

3.5 If unforeseeable circumstances make it difficult for ATLIX to fulfill the Contract or cause a delay in fulfillment such as to compromise the purpose of the Contract, and the impediment to supply cannot be overcome by ATLIX at a reasonable cost, ATLIX reserves the right to withdraw from the Contract, informing the Customer of the circumstances preventing the execution of the Contract. In such a case, ATLIX shall refund any fees already paid by the Customer. Claims for compensation by the Customer beyond the simple refund of amounts already paid are hereby excluded.

3.6 All shipments of goods from ATLIX to the Customer, unless otherwise agreed in the Contract, are made in accordance with the "FCA at ATLIX's facility in Schio, Italy" shipping clause, pursuant to the most recent version of INCOTERMS in effect. The risk of loss, damage, theft, deterioration, or delay in transport passes to the Customer in accordance with the applicable INCOTERM, even if ATLIX assists the Customer in organizing the shipment or selecting the carrier. Where it is agreed that ATLIX shall bear the cost of transport insurance, such insurance shall cover transport from the ATLIX production facility to the border of the Customer's premises, within the limits and subject to the conditions of the policy actually entered into.

4 Terms and Conditions of Payment

4.1 Unless otherwise agreed in the Contract, all ATLIX invoices are due for payment upon receipt by bank transfer to the ATLIX bank account specified from time to time. The date on which the amounts due are credited to the ATLIX bank account indicated on the invoice shall be deemed the date of payment.

4.2 ATLIX reserves the right to request advance payment or a down payment from the Customer. In such cases, payment of the down payment shall constitute an essential condition for ATLIX to commence work and shall serve as the starting point for calculating delivery deadlines.

4.3 Unless otherwise specified, the prices agreed upon in the Contract are to be understood as net of any taxes due at the time of

delivery or service provision, the amount of which is established by law.

4.4 If the Customer fails to make or delays payment by the agreed date, ATLIX shall be entitled to interest from the date on which payment became due, without the need for prior notice of default. Such interest shall be payable at a rate four percentage points higher than the most recent official reference rate set by the European Central Bank for refinancing operations, in accordance with Directive 2011/7/EU of the European Parliament and of the Council of February 16, 2011, on combating late payment in commercial transactions.

4.5 The Customer may not refuse to fulfill the payment obligation, even in the event of disputes, delays, alleged defects, faults, or breaches by ATLIX, nor may the Customer raise objections or invoke set-off claims, unless the right to withhold all or part of the consideration is recognized by an enforceable judicial order or an arbitral award. Any technical or commercial disputes do not suspend the obligation to pay amounts due.

5 Retention of Title

5.1 The Customer acquires ownership of the Product upon delivery or acceptance, if applicable. In all cases where full payment of the price is not made at the time of delivery or acceptance, the Customer acquires ownership of the Product only upon payment of the final installment of the price, assuming, in any case, the risks from the moment of delivery in accordance with the provisions of Article 3.6.

5.2 ATLIX is authorized to carry out, at the Customer's expense, any formalities necessary to ensure that the retention of title is enforceable against third parties.

5.3 The Customer is prohibited from altering, selling, or transferring the Product as collateral until full payment of the price has been made. The Customer is required to immediately notify ATLIX, by registered letter preceded by email, of any enforcement proceedings initiated by third parties concerning the Product.

5.4 Any breach by the Customer of the obligations set forth in the preceding paragraph (Art. 5.3) entitles ATLIX to terminate the Contract with immediate effect, retaining as a penalty the amounts already paid by the Customer and reserving the right to claim further damages, in addition to the return of the goods supplied. In this case, ATLIX may, at its discretion, require the Customer to deliver the Product at its own risk and expense to ATLIX's premises, or may choose to collect the Product on-site. Should ATLIX decide to personally collect the Product on-site, unrestricted access to the Customer's premises and to the location where the Product is situated shall be guaranteed for the entire duration of the disassembly and collection; the Customer shall bear all costs associated with removing any obstacles to the collection of the Product. ATLIX may claim compensation from the Customer for the costs of disassembly and collection, as well as for any other damages.

5.5 Until full payment of the price, the Customer must store the Product with the professional diligence required by its nature and value, keep it identifiable as property of ATLIX, and, where requested by ATLIX or provided for in the Contract, insure it against theft, fire, damage, weather events, vandalism, and third-party liability with a leading insurance company and for coverage limits commensurate with the value of the Product.

6 Intellectual Property Rights

6.1 The Customer acknowledges that all documents, drafts, drawings, software, descriptions, and the like, as well as all patents, trademarks, know-how, and any other intellectual property rights, addressed or communicated to the Customer before, during, or after the conclusion of the Contract, and which are incorporated into and/or otherwise related to the Products, are and remain the property of ATLIX.

6.2 These GTC shall not be interpreted as granting any right, license, or exemption, whether expressly or implicitly, to the Customer or to third parties regarding any intellectual property rights of ATLIX and/or third parties other than those explicitly granted and provided for in these GTC and/or the Contract.

6.3 Subject to the specific provisions of the Software License Agreement, the Customer may not: i) make modifications to the Products, nor remove, modify, or tamper with the trademarks, logos, information, or numbers displayed and/or printed on the Products; ii) create websites or documentation of any kind that refers to the company name/logo or any Product name without prior written authorization from ATLIX; iii) modify, adapt, alter, or create derivative works of the Products, or of the software, whether owned and/or provided by ATLIX in connection with the Products; iv) assign, sublicense, lease, rent, pledge, transfer, distribute, or otherwise make said software available; v) merge or incorporate said software with or into other software; or vi) assemble, de , disassemble, or otherwise attempt to derive the source code for said software without the prior written authorization of ATLIX, unless authorized to do so under applicable law.

6.4 In the event of a breach of this Article, the Customer shall pay ATLIX a penalty of €300,000.00 (three hundred thousand/00), without prejudice to compensation for any further damages suffered by ATLIX itself.

6.5 All source codes, machine parameters, settings, machining profiles, software configurations, firmware, algorithms, technical data, diagnostic logs, operating procedures, application know-how, and any other technical information incorporated into the Products or communicated to the Customer as part of the supply remain the exclusive property of ATLIX, even if adapted to the Customer's production needs.

7 Warranty

7.1 ATLIX warrants that the Product conforms to the terms of the Contract for a period of 12 (twelve) months from delivery (the "**Warranty**"), unless otherwise specified in the Contract itself.

7.2 The Warranty does not apply to parts subject to wear and tear (such as filters, gaskets, etc.). Wear and tear of such components does not entitle the Customer to any compensation or indemnification whatsoever.

7.3 Without prejudice to the provisions of Article 8.1**,** this Warranty excludes any other form of legal warranty and constitutes the sole and exclusive remedy available to the Customer in relation to defects, flaws, and/or non-conformities of the Product. Pursuant to this Warranty, ATLIX shall therefore be liable only under the following conditions:

7.3.1 The Customer must report, under penalty of forfeiture, any defects in the Product to ATLIX within eight days of delivery, or in the case of latent defects, from the time of their discovery or from the time they should have been discovered through a thorough examination and inspection of the Product at the time of delivery. Such report must be made in writing and must contain a description of the defect found, attaching photographic or video documentation of the defect if possible. If these requirements are not met, the report will be rejected by ATLIX and considered as never having been submitted.

7.3.2 ATLIX, at its sole discretion, following verification of the defect reported in a timely manner, may repair or replace the Product. Shipping costs shall be borne by ATLIX; however, if the Product has been moved to a location other than the installation site specified in the Contract, thereby resulting in higher costs for the delivery of the Product, the Customer shall bear the additional costs calculated based on ATLIX's prices in effect at the time of service, which may be communicated to the Customer in advance upon request.

7.3.3 If the Customer has provided the notice referred to in **paragraph 7.3.1** above and no defect for which ATLIX is liable has been found, the Warranty shall not apply and ATLIX shall be entitled to reimbursement of all costs incurred for the inspection and repair work performed.

7.3.4 The Warranty is excluded, and the validity of any claims for defects, even if timely, shall lapse whenever the defect is attributable to (i) failure to comply with the conditions of installation and use; (ii) improper use and negligence on the part of the Customer, including in the storage of the Product; (iii) failure to perform maintenance on the Product or failure to follow the maintenance instructions (user manual); (iv) use of non-genuine ATLIX spare parts and wear parts; (v) modifications, alterations, repairs, or replacements of the Product or any part thereof performed by the Customer or by third parties not authorized by ATLIX; (vi) normal wear and tear of the Product resulting from its use; (vii) continued use of the Product once the defect or non-conformity has become apparent; (viii) any circumstance not attributable to ATLIX.

7.3.5 The Warranty is also excluded if the defect, malfunction, or damage results, even partially, from the use of materials, powders, gases, consumables, process parameters, spare parts, or accessories not approved by ATLIX; from contamination of the workpiece material; from non-compliant environmental conditions; from insufficient extraction or ventilation; from failure to comply with laser safety regulations; from incorrect calibration; from non-compliant maintenance; or from use by inadequately trained personnel.

7.3.6 In any case, except in cases of willful misconduct or gross negligence on the part of ATLIX, ATLIX provides no warranty and assumes no liability with respect to defects in the Product for the processing of which the Customer has requested the use of Material on a Contract Manufacturing Basis and/or compliance with the Customer's Technical Specifications.

7.3.7 In the event that the Product consists of software, the provisions of Atlix Software License Agreement (available at the following link www.atlix.com/gtc/) shall apply in addition.

7.4 In the case of the purchase of used Products, ATLIX's liability for defects and faults is excluded, unless otherwise agreed in the Contract.

7.5 ATLIX does not guarantee that the Product is suitable for the production of any component, geometry, material, tolerance, surface finish, mechanical strength, productivity, or production result not expressly indicated in the Contract as a guaranteed specification. Any indication regarding productivity, performance, tolerances, print quality, material yield, or application results is purely indicative, unless expressly qualified as a specific warranty in the Contract.

8 Liability and Compensation for Damages

8.1 ATLIX shall be obligated to compensate for damages consisting of financial losses other than the value of the Product covered by the Contract only in the following cases: i) willful misconduct or gross negligence on the part of ATLIX; ii) in the event of negligent injury posing a danger to life, safety, or health; iii) if a specific warranty agreed upon in writing with the Customer applies, which is distinct from and in addition to the Warranty provided for under Article 7.

8.2 ATLIX's liability is in any case excluded, and the Warranty shall not apply, in the event that the use and/or operation of the Product is compromised by the Customer's use of improper means or products for the operation of the system, by non-compliant construction work (such as, for example, unsuitable flooring), or by the influence of external chemical, electrochemical, or electrical factors.

8.3 ATLIX assumes no liability for products, components, semi-finished goods, or items manufactured using the Product, nor for any harmful consequences arising from their use, processing, marketing, or placing on the market. The Customer is solely responsible for the design, validation, certification, testing, marking, regulatory compliance, intended use, and placing on the market of the goods, components, or products manufactured using the Product, even if they are intended for regulated sectors such as aerospace, medical, automotive, defense, energy, or security.

8.4 Unless otherwise provided in these General Terms and Conditions or in cases of willful misconduct or gross negligence, ATLIX shall not be liable for loss of production, loss of profit, loss of use, loss of contracts, or any other consequential or indirect loss of any kind, whether or not such loss was foreseeable.

8.5 In any case, except in cases of willful misconduct or gross negligence on the part of ATLIX and subject to the mandatory limits of applicable law, ATLIX's total liability arising from or related to the Contract, for any reason whatsoever, shall not exceed the amount actually paid by the Customer to ATLIX for the specific Product or service from which the liability arises, or, if lower and where applicable, the amount actually covered by the applicable insurance policy.

8.6 In the event that the Product consists of software, the provisions set forth in tAtlix Software License Agreement (available at www.atlix.com/gtc/) shall apply.

9 Handling of Technical Disputes

9.1 The resolution of any technical dispute regarding the outcome of acceptance tests and/or the operation of the Product in relation to the technical specifications indicated by ATLIX in the order confirmation or in ATLIX's offer shall be entrusted, at the request of either Party, to a technician ("Expert") appointed by mutual agreement; or, in the absence of agreement on the name of the Expert within a reasonable time, the more diligent party may request the appointment from the President of the Order of Engineers of Vicenza.

9.2 The Expert shall resolve the technical issues submitted to him, drafting a specific expert report (**"Contractual Expert Report**") within 30 days of the acceptance of the assignment.

9.3 The findings of said Contractual Expert Report shall be binding on the Parties, who hereby waive any right to challenge them, except in cases of fraud or gross negligence on the part of the Expert. Each Party shall contribute to the payment of half of the Expert's fees.

10 Data Processing

10.1 ATLIX will process personal data relating to the Customer, its contacts, employees, collaborators, and agents for purposes related to the management of the contractual relationship, the fulfillment of orders, billing, technical support, the protection of its rights, and compliance with legal obligations, in accordance with the privacy policy provided pursuant to Articles 13 and 14 of EU Regulation 2016/679.

10.2 The privacy policy pursuant to EU Regulation 679/2016 is available on the ATLIX corporate website or may be requested by email at: sales@atlix.com.

10.3 The Customer agrees to keep strictly confidential all technical, commercial, industrial, economic, and organizational information relating to ATLIX, the Products, the software, the documentation, the prices, the processes, the configurations, the machine parameters, and ATLIX's know-how, even if not expressly designated as confidential. This obligation shall remain in effect for the entire duration of the Contract and for five years following its termination, unless the information constitutes trade secrets or protected know-how, in which case the obligation shall remain in effect until such information has legitimately entered the public domain. In the event that the Customer breaches the confidentiality obligation, the Customer shall be required to pay Atlix a penalty of 500,000.00, without prejudice to any greater damages suffered by Atlix.

11 Workplace Safety

11.1 Pursuant to Article 26 (paragraphs 1–8) of Legislative Decree 81/2008, for activities to be carried out at the Site, as defined *below* **in Article 12.3**, by ATLIX, the Customer is required to promptly provide ATLIX personnel with:

- detailed information regarding the risks present in the environment in which said personnel will be working;
- information regarding the measures necessary to prevent the aforementioned risks;
- sufficient information for the management of possible emergency/fire situations;
- any coordination measures between work processes to prevent risks of interference.

11.2 Compliance with these obligations is an integral part of the company procedures developed by ATLIX to ensure the safety and health of its personnel, and, should the Client fail to comply, ATLIX shall be entitled to suspend performance of the Contract without such suspension constituting a breach on its part.

11.3 The Customer is solely responsible for using the Product in compliance with applicable regulations, including but not limited to those regarding occupational health and safety, laser safety, fire prevention, management of dust and potentially hazardous materials, extraction, ventilation, personal protective equipment, and staff training and instruction. The Customer undertakes to allow the use of the Product exclusively by trained, qualified, and authorized personnel, in compliance with the user manual, ATLIX instructions, and applicable regulations.

12 Special provisions for the supply of machinery

12.1 Pre-acceptance testing: If a pre-acceptance test to be performed at ATLIX was agreed upon in the Contract prior to delivery of the Product, the standard ATLIX procedure is carried out to demonstrate functionality, with the possibility of a joint review with the Customer. The outcome of the pre-acceptance testing is documented in a final report signed by both parties. The Customer must provide, in a timely manner prior to the pre-acceptance testing, the parts and/or materials necessary for conducting the tests in the quantity requested by ATLIX.

12.2 Acceptance: The Customer may refuse to accept the Product only if defects render the Product unfit for use or significantly diminish its value. The Customer may not refuse partial or split deliveries or th .

12.3 Delivery: If the Contract provides for delivery of the Product to the installation site at ATLIX's expense, ATLIX undertakes to provide all necessary unloading and lifting equipment to the **"Site**," which is understood to include the area surrounding the unloading, storage, and/or internal transport of the Product and installation equipment. During delivery, the Customer must provide ATLIX with free assistance and must ensure that (a) the Site is free of obstacles, (b) the route from the transport vehicle to the Site is no longer than 200 meters, and (c) the route from the transport vehicle to the Site is at ground level, in a single stretch, and free of obstacles that could interfere. Any further lifting of the Product at the Site (for example, onto an oil sump or a base) is not included in the Contract, and the related costs shall be borne by the Customer.

12.4 The Customer is responsible, prior to delivery and installation, for preparing the Site in accordance with the technical specifications provided by ATLIX, including, by way of example, electrical power supply, grounding, flooring, static load capacity, ventilation, exhaust, fire protection systems, technical gases, compressed air, temperature, humidity, maneuvering space, accessibility, and any administrative, environmental, or safety authorizations that may be required.

12.5 Installation: ATLIX is only required to install the Product if expressly provided for in the Contract. In such a case:

12.5.1 The installation of the Product in its final position at the Site shall be performed by ATLIX, either by one of its own technicians or by an authorized partner. Upon order confirmation, ATLIX shall provide the Customer with the installation conditions and layout plans, which the Customer is required to comply with. To ensure a smooth process, the Customer must provide free assistance to the ATLIX representative responsible for installation by making its own personnel available and providing all existing and available lifting equipment.

12.5.2 After installation, the ATLIX representative will commission the Product, including testing its functionality in accordance with the standard ATLIX procedure.

12.6 Acceptance Testing: Acceptance testing is performed only if provided for in the Contract or required by law. In such cases, acceptance testing is conducted in accordance with ATLIX's standard procedure. If the Product qualifies as a "partly completed machine" within the meaning of Article 2(g) of the Machinery Directive 2006/42/EC, only a functional check will be performed, not acceptance testing.

12.6.1 Acceptance testing is deemed successful, and the Customer is required to accept the Product, unless a defect is found that limits the Product's suitability for use or significantly reduces its value. Acceptance testing may also be partial if partial functions of the Product can be used individually for production purposes and if they can be tested separately from one another. An acceptance test report is drawn up and must be signed by both parties, even in the case of partial acceptance testing.

12.6.2 The acceptance test, even if partial, is considered successfully completed even if the Customer:

- does not accept or rejects the acceptance test despite the absence of defects;
- unreasonably delays the acceptance test or functional check, and ATLIX has set a deadline for the Customer's acceptance that has passed without success;
- uses the subject matter of the Contract for production purposes.

12.7 Instructions: Unless otherwise agreed in writing, the user instructions for the Customer (the "Training"), if provided for in the Contract, shall take place concurrently with the delivery and acceptance testing operations and shall have a maximum duration of one day. Any additional Training activities shall be the subject of a separate written agreement between the parties.

12.8 Obstacles during delivery, installation, testing, functional checks, or training:

12.8.1 Unforeseen obstacles or technical malfunctions must be resolved immediately by the Customer. Services beyond those provided for in the Contract, or waiting times that cannot be otherwise utilized by ATLIX, must be paid for separately by the Customer based on the ATLIX price list in effect at the time of service; even if provided by a third-party company commissioned by ATLIX. This does not apply if the additional services, waiting times, or additional costs are attributable to ATLIX or the third-party company commissioned by ATLIX.

12.8.2 In the event of a delay in the performance of the services for reasons not attributable to ATLIX or the third-party company commissioned by ATLIX, ATLIX is authorized to set a reasonable deadline for the Customer to remove the obstacles. After the expiration of such deadline, ATLIX may refuse to perform the services, but the Customer may not object that the services were not provided for the purposes of the relevant payment.

13 Special Provisions for the Provision of Software

13.1 With regard to the rules governing the provision of Atlix Software, please refer to the Software License Agreement available at the link www.atlix.com/gtc/

14 Conditions for sales subject to export and/or export controls:

14.1 Export Authorization

14.1.1 If the Products covered by the Contract fall within the category of dual-use items pursuant to and for the purposes of Regulation (EU) 2021/821 and subsequent amendments, the validity of the Contract itself, as well as ATLIX's obligation to manufacture, deliver, and transfer ownership of the Products, are subject, pursuant to Article 1353 of the Italian Civil Code, to the condition precedent of obtaining the necessary export

authorizations from the competent authorities (UAMA - Ministry of Foreign Affairs and International Cooperation), in accordance with Regulation (EU) 2021/821 and Ministerial Decree No. 1325/9 bis of January 20, 2026, and all subsequent regulatory amendments, as well as any other applicable regulations regarding dual-use goods (the "Authorization").

14.1.2 The Customer undertakes to provide ATLIX, within three (3) days of the execution of the Contract, with any document, information, or declaration that ATLIX or the Authorities deem necessary for the submission of the application, including but not limited to the End-Use Statement (EUS), which must be completed and signed by the end-user of the goods if different from the Customer. The Customer warrants the truthfulness, completeness, and accuracy of such information. Any delay or omission in providing such documents shall be considered a material breach of contract by the Customer.

14.1.3 ATLIX shall have the right to suspend performance of the Contract, without any liability, if it reasonably deems it necessary to conduct verifications regarding export controls, international sanctions, final destination, end-user, end-use of the Products, or the supply chain. The Customer must cooperate promptly by providing any information or documents reasonably requested by ATLIX.

14.1.4 If the Authorization is denied, revoked, or not renewed by the competent authorities for reasons not attributable to ATLIX's willful misconduct or gross negligence, the Contract shall be deemed terminated by operation of law and no longer effective. In such cases:

- in the case of contracts not yet performed, ATLIX shall be released from any obligation to supply without any liability for direct or indirect damages;
- in the case of contracts already performed, the Customer shall in any event be required to pay ATLIX the consideration for services already performed or Products already delivered up to the date of notification of the denial or revocation.
- In any case, the Customer must reimburse ATLIX for the actual costs and documented expenses incurred for the production or procurement of specific materials that cannot otherwise be reused by ATLIX.

14.1.5 ATLIX shall not be liable for delays in the delivery of the Products resulting from the processing times required by the competent authorities. It is understood that the failure to obtain the Authorization due to international sanctions, embargoes, or changes in the geopolitical situation is considered a force majeure event or, in any case, a circumstance not attributable to ATLIX.

14.2 Export Control

14.2.1 The Customer acknowledges that the sale, delivery, transfer, transit through certain countries, or use of the goods and/or certain services covered by the Contract may be subject to applicable export control laws and sanctions regulations of the European Union, Italy, the United States, and other relevant jurisdictions.

14.2.2 The Customer represents and warrants that neither the Customer nor the end user is subject to any economic or financial sanctions imposed by any governmental authority, that neither the Customer nor the end user is included on any list of natural or legal persons, entities, and/or organizations subject to restrictive measures by the European Union, the United Kingdom, the United States of America, and/or the United Nations, and that neither the Customer nor the end user is directly or indirectly controlled by any person included in the aforementioned lists.

14.2.3 ATLIX shall not be deemed to be in breach of the Agreement, nor liable for any damages, penalties, or costs, if the performance of the Agreement is delayed, suspended, or canceled due to:

- the denial, suspension, or revocation of any Export Authorization by a competent authority for reasons beyond ATLIX's reasonable control; or
- the imposition of current or future trade restrictions, sanctions, or export prohibitions against the country of destination, the Customer, or the end user, including, but not limited to, Russia, Belarus, North Korea, Iran, Syria, or any other jurisdiction subject to restrictive measures.

14.2.4 The Customer agrees not to re-export, transfer, or otherwise dispose of the goods in violation of any applicable export control laws or sanctions regulations. Upon execution of the Agreement, the Customer undertakes and warrants that it will comply with any subsequent amendments to any laws, regulations, and/or other provisions in force in the European Union, the United Kingdom, and the United States of America relating to prohibitions and/or restrictive measures concerning sanctioned countries (e.g., Russia, North Korea, Syria) and any sanctioned entity and/or person.

14.2.5 NO RE-EXPORT CLAUSE TO RUSSIA AND BELARUS. Subject to the provisions of Paragraph 14.2.4 above, the Customer is in any event prohibited from exporting to Russia and Belarus and/or re-exporting for use in Russia or Belarus, directly or indirectly, the Products if they fall within the scope of Article 12(g) of Regulation (EU) No. 833/2014 and/or Article 8(g) of Regulation (EC) No. 765/2006. The Customer hereby undertakes and warrants that it will comply with any subsequent amendments to the aforementioned regulations and with any laws, regulations, and/or other provisions in force in the European Union, the United Kingdom, and the United States of America relating to prohibitions and/or restrictive measures concerning the Russian Federation or Belarus.

14.2.6 The Customer is in any case obligated to ensure that its distributors, subsidiaries, associated companies, and/or affiliates comply with the same provisions of this Article 14.2 in relation to the Products concerned, so that they are bound by the same obligations that the Customer and ATLIX assume pursuant to this Article.

14.2.7 The Customer acknowledges that ATLIX must notify the competent Italian authorities if it becomes aware of a violation or potential violation of the provisions contained in this Article 14.2.

14.2.8 The Customer hereby waives any claim for damages and/or action against ATLIX, its directors, officers, employees, shareholders, agents, consultants, and associated and/or affiliated companies in connection with the foregoing. In a spirit of mutual assistance and cooperation, if the Customer becomes aware of violations of export control regulations and international economic sanctions committed by its own customers in connection with the goods and/or services provided by ATLIX, it must promptly, and in any case no later than 48 hours after becoming aware of the violation, notify ATLIX. The Customer is required to provide all relevant information to protect ATLIX's interests and undertakes to be available to assist the competent authorities in combating the violation and/or sanctioning the perpetrators.

14.2.9 The Customer shall indemnify and hold ATLIX harmless from and against any liability, damage, adverse consequence, cost, and expense that may arise from any violation of applicable export control and international economic sanctions provisions in connection with the Products supplied by ATLIX.

14.2.10 The Parties agree that ATLIX shall have the right to terminate any contractual relationship with immediate effect in the event of a violation of the provisions set forth in this Section 14.2, which shall constitute a material breach of these GTC and the Agreement. The Customer acknowledges that failure to comply with its obligations under this document or in the event of a breach or threatened breach of any provision of this document may cause substantial and irreparable harm to ATLIX, with the consequence that ATLIX shall be entitled to payment of a penalty equal to 30

(thirty) percent of the sales price of the Products purchased by the Customer under the Contracts affected by such breach. This is without prejudice to ATLIX's right to seek compensation for any greater damages suffered and any other remedy provided for by law and/or by any agreement between the Parties.

15 Force Majeure and Supervening Circumstances:

15.1 ATLIX shall not be liable for delays, suspensions, impossibility of performance, or improper performance resulting from events of force majeure or circumstances otherwise beyond its reasonable control, including, but not limited to, wars, conflicts, embargoes, sanctions, government measures, pandemics, epidemics, natural disasters, fires, floods, strikes, logistics blockages, energy crises, shortages or unavailability of raw materials, components, or semiconductors, supplier delays, cyberattacks, or interruptions to networks or essential services. In such cases, the performance deadlines shall be extended for a period corresponding to the duration of the impediment, and ATLIX may suspend performance or terminate the Contract if the impediment renders performance excessively burdensome or no longer reasonably sustainable, and in any case after 120 days from the onset of the force majeure event.

16. Governing Law, Exclusive Jurisdiction, and Arbitration

16.1 The applicable law is Italian law.

16.2 For any dispute arising from, relating to, or otherwise connected with these GTC and/or the Contract, including those concerning validity, interpretation, performance, termination, invalidity, pre-contractual or extra-contractual liability, the Court of Vicenza shall have exclusive jurisdiction if the Customer is based in the European Union, the United Kingdom, or an EFTA member state. If the Customer is based in a country other than those listed above, any dispute shall be resolved by formal arbitration in accordance with the Rules of the Milan Chamber of Arbitration, by a sole arbitrator appointed in accordance with said Rules. The seat of arbitration shall be Milan, the language of the arbitration shall be English, unless otherwise agreed in writing by the Parties, and the arbitrator shall decide in accordance with Italian law.

SOFTWARE LICENSE AGREEMENT

This software license agreement ("**License**") is entered into between Atlix S.r.l., with registered office at Via Piemonte 4, Schio (VI-Italy), VAT No. 03896900242, represented by its *current* legal representative (hereinafter "**Atlix**" or the "**Licensor**"), and the Customer, represented by its *current* legal representative (hereinafter also "**Customer**" or "**Licensee**")

1. Subject Matter

1.1. By this License, Atlix grants to the Customer, who accepts, a license to use the software named xCREATE, hereinafter the "**Software**" developed and marketed by Atlix, which owns all related intellectual and industrial property rights—under the terms and within the limits set forth in this agreement.

1.2. The License is granted on a non-exclusive, non-transferable basis, except as provided for in Article 6, and for consideration, in accordance with the fees, economic terms, and payment methods agreed upon by the Parties in the relevant contract/offer/order or contractual document signed by the Parties.

1.3. The License also applies to any updates, upgrades, patches, releases, add-on modules, customizations, or components of the Software that may be provided by Atlix, unless otherwise agreed in writing by the Parties.

2. Ownership of the Software and Intellectual Property Rights

2.1. All intellectual and industrial property rights relating to the Software, including, by way of example, source code, object code, architecture, interfaces, algorithms, operating logic, know-how, technical documentation, manuals, trademarks, updates, developments, modifications, additions, and customizations, remain the exclusive property of Atlix and/or its predecessors in title.

2.2. The Customer does not acquire any ownership rights to the Software, but only a limited, temporary right of use in accordance with the terms of the License.

2.3. The source code of the Software is and remains the exclusive property of Atlix. The Customer has no right to access, receive, store, modify, or use the source code.

2.4. The Software may contain open-source or third-party components, libraries, or parts. Such components remain governed by their respective applicable licenses, which can be viewed in the designated section of the Software itself (the "Licenses" area). The presence of any open-source components does not entail any transfer to the Customer of Atlix's intellectual and industrial property rights in the Software.

3. Terms and Limits of Use

3.1. The Customer may use the Software exclusively for its own internal business purposes, in compliance with the technical documentation, user instructions, technical and functional limitations, and the terms agreed upon with Atlix.

3.2. The Software may be used exclusively in connection with products sold by Atlix and purchased by the Customer, as well as within the functional, technical, and operational limits communicated by Atlix or agreed upon by the Parties. The Customer is prohibited from using the Software with products, devices, components, or systems other than those supplied by Atlix, unless prior written authorization is obtained from Atlix.

3.3. The maximum number of users, workstations, accounts, licenses, accesses, or other authorized usage metrics are those specified in the contract/offer/order or in any other contractual document signed between the Parties.

3.4. The Customer agrees not to use the Software beyond the agreed-upon quantitative, technical, functional, territorial, or temporal limits. The Customer may make an appropriate number of backup copies of the Software solely for security purposes.

3.5. Except as expressly permitted by applicable law, the Customer may not, directly or indirectly: copy, reproduce, distribute, communicate, or make the Software accessible to third parties; modify, adapt, translate, process, integrate, or create derivative works of the Software; decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, logic, algorithms, or internal operation of the Software; remove or alter trademarks, copyright notices, or ownership indications; sublicense, rent, lease, outsource, provide as a service bureau, SaaS, hosting, or any other form of use by third parties, unless prior written authorization is obtained from Atlix; use the Software in a manner contrary to the law, the License, Atlix's instructions, or the technical documentation.

4. Term and Renewal

4.1. The license is valid for an unlimited term beginning on the date the Software is activated.

4.2. In the event of termination of the license for any reason, the Customer must immediately cease use of the Software and delete or return all copies of the Software and related documentation, unless otherwise provided by mandatory provisions or written agreements between the Parties.

5. Fees and Payments

5.1. The Customer agrees to pay Atlix the fees and any ancillary amounts provided for in the contract/offer/order or contractual document signed by the Parties.

5.2. Failure to pay or delayed payment of even a single invoice entitles Atlix, upon written notice, to suspend access to and/or use of the Software, without prejudice to Atlix's right to obtain payment of the amount due, late payment interest, and interest pursuant to Legislative Decree 231/2002 and subsequent amendments, compensation for damages, and any further remedies provided for in the License and by law.

6. Prohibition on Transfer and Sublicensing

6.1. The license may not be assigned, transferred, sublicensed, or otherwise made available to third parties, in whole or in part, without the prior written authorization of Atlix.

6.2. Notwithstanding the foregoing, the Customer may transfer the license exclusively to its subsidiaries, provided that the Customer holds at least 51% of the share capital of the company receiving the transfer and that the latter accepts in writing all the terms of this license.

6.3. The Customer shall in any case remain liable to Atlix for the use of the Software by its subsidiaries, including with respect to compliance with usage limits, payment obligations, confidentiality obligations, and prohibitions set forth in the License.

7. Updates and Further Developments

7.1. Any updates, patches, upgrades, or new releases of the Software that may be released by Atlix shall be subject to the terms of the License, unless otherwise agreed in writing.

7.2. It is understood that updates, modifications, additions, customizations, evolutionary developments, or support activities beyond what may be included in the contract/offer/order or contractual document signed by the Parties may be provided by Atlix only upon separate quotation and written acceptance by the Customer.

7.3. Unless otherwise agreed in writing, updates, developments, modifications, additions, and customizations made at the

Customer's request shall also remain the exclusive property of Atlix, with the Customer being granted a right of use within the limits of the License.

8. Inspections and Audits

8.1. Atlix shall have the right to verify, directly or through designated representatives, the Customer's proper use of the Software and compliance with the terms of the License.

8.2. Verifications may be conducted remotely or, upon reasonable notice, at the Customer's premises, during normal business hours and in a manner that does not cause undue disruption to the Customer's operations.

8.3. The Customer agrees to cooperate in good faith with Atlix, providing the information and documentation reasonably necessary to verify compliance with the Software's usage limits.

8.4. If the audit reveals unauthorized, excessive, or non-compliant use of the Software, Atlix shall be entitled to demand payment of the fees due for the excessive use, without prejudice to the right to suspend or terminate the contract and to claim damages.

9. Warranty

9.1. To the extent permitted by Italian law, Atlix warrants that the Software, for a period of 12 months from the date of installation, will possess the technical characteristics communicated to the Customer.

9.2. Any defects, faults, or non-conformities must be reported by the Customer to Atlix in writing, under penalty of forfeiture, within 8 days of their discovery, with a detailed description of the problem encountered and the circumstances in which it occurs.

9.3. In the event of a defect recognized by Atlix as effectively attributable to the Software, Atlix may, at its discretion, take one or more of the following remedies: correct the defect; provide a patch, workaround, update, or alternative solution; replace the defective component; proportionally reduce the fee, where applicable; terminate the contract limited to the affected license, with a refund of any portion of the fee already paid and attributable to the remaining unused period.

9.4. The remedies set forth above constitute, to the extent permitted by law, the sole remedies available to the Customer in connection with defects, faults, or non-conformities of the Software.

10. Disclaimer of Warranties

10.1. Except as expressly provided in Article 9, the Software is provided *"as is"* and *"as available*," to the extent permitted by law.

10.2. Given the technological complexity and continuous evolution of the Software, Atlix does not guarantee that the Software is free from errors, bugs, vulnerabilities, or interruptions; functions without interruptions or malfunctions; is compatible with any system, infrastructure, hardware, software, network, or environment of the Customer not previously validated by Atlix; meets specific needs of the Customer not expressly formalized and accepted in writing by Atlix; or produce specific economic, commercial, technical, or managerial results.

10.3. The following are excluded from the warranty: anomalies resulting from improper, negligent, or non-compliant use of the Software; modifications, additions, or interventions performed by the Customer or by third parties not authorized by Atlix; malfunctions of third-party hardware, software, networks, systems, infrastructure, or services; failure to install updates or patches made available by Atlix; force majeure, external events, or circumstances not attributable to Atlix.

11. Confidentiality

11.1. The Customer agrees to keep strictly confidential all technical, commercial, economic, strategic, and operational information relating to Atlix, the Software, the source code, the object code, the architecture, the functionalities, the documentation, the prices, the contractual terms, the know-how, and any other non-public information learned during the performance of the License.

11.2. The Customer agrees not to disclose, communicate, transfer, or make such information accessible to third parties without Atlix's prior written consent, except as strictly necessary for the performance of the contract and provided that the recipients are bound by confidentiality obligations at least equivalent to those of Atlix.

11.3. The Customer's confidentiality obligations shall remain in effect indefinitely and shall continue to apply even after the termination of the License for any reason.

12. Suspension of the Software and Express Termination Clause

12.1. Atlix may immediately suspend, in whole or in part, access to and/or use of the Software, even without prior notice, and immediately terminate the License by notifying the Customer pursuant to Article 1456 of the Italian Civil Code, in the following cases: failure to pay or delayed payment of the fees due; use of the Software not in accordance with the License, the technical documentation, or Atlix's instructions; infringement of Atlix's intellectual property rights; exceeding the license limits or the number of authorized users; violation of the prohibition on decompilation, reverse engineering, disassembly, or unauthorized modification; assignment, transfer, sublicensing, or making the Software available in violation of the License; breach of confidentiality obligations; use of the Software in a manner that could harm the security, integrity, reputation, or rights of Atlix or third parties. Without prejudice to the right to seek compensation for damages suffered.

13. Limitation of Liability

13.1. To the maximum extent permitted by applicable law, Atlix's total and aggregate liability arising from, or in any way related to, this Agreement, the Software, the license, its installation, configuration, use, non-use, malfunction, or suspension, shall in no event exceed an amount equal to 80% of the fees actually paid by the Customer to Atlix in the 12 months preceding the event giving rise to the liability.

14. Governing Law and Exclusive Jurisdiction

14.1. This Agreement is governed by Italian law.

14.2. The Court of Vicenza shall have exclusive jurisdiction over any dispute regarding the validity, interpretation, performance, breach, termination, or expiration of this License.

15. Final Provisions

15.1. This License, together with the General Terms and Conditions of Sale, contract, offer, order, or commercial document signed by the Parties, constitutes the entire agreement between the Parties regarding the license to use the Software.

15.2. Any amendments or additions shall be valid only if made in writing and signed by both Parties, including via advanced or qualified electronic signature.