GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES

These General Terms and Conditions, incorporating the Appendices and the order form ("*Order Form*"), are entered into between ESGeo S.r.l., with its registered office at Via Francesco Melzi d'Eril 34, 20154 Milan, Italy, and Tax Code, VAT No. and registration number with the Companies' Register at the Chamber of Commerce of Milan, Monza-Brianza and Lodi No. 10905920962 ("*Esgeo*") and the entity whose details are set out below ("*Client*"), effective as of the Effective Date (as defined in the Order Form). In the event of a conflict between the Order Form and these General Terms and Conditions, the Order Form shall take precedence.

1. DEFINITIONS

"**Application Availability**": the availability of the ESGeo application based on the Services Level Agreement (Appendix 1).

"**Client Data**": content, materials, data and information that Users enter into the production environment of the Services, or the data that the Client derives from the use of the Services, except for Confidential Information.

"**Confidential Information**": all data reasonably deserving of secrecy of which the Parties may become aware in connection with the performance of the services under these General Terms and Conditions. By way of example only, Confidential Information includes, without limitation, all financial, technical and marketing information of a Party; information relating to past, present or future business operations; know-how; business plans; information which, even if not secret, constitutes notions capable of characterizing the production cycle and/or the quality of services provided to Clients; as well as any other information that may reasonably be deemed to have economic value, whether relating to a Party or to a company controlled by it within the meaning of Article 2359 of the Italian Civil Code.

"**Claim against Esgeo**": any claim, demand, action or proceeding brought against ESGeo by third parties alleging that Client Data, or the Client's use of the Software or the Services (in a manner not compliant with these General Terms and Conditions), infringes a third party's intellectual property rights.

"**Claim against the Client**": any claim, demand, action or proceeding brought against the Client by third parties (a) on the basis of a violation by Esgeo of its obligations under data protection laws and regulations, or (b) where the use of the Services as permitted under these General Terms and Conditions is found to conflict with a third party's intellectual property rights.

"**Data Controller**": the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security profile.

"**Data Processor**": the natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

ESGeo S.r.l.
Codice Fiscale e Partita Iva 10905920962
Capitale Sociale € 440.000,00

Via Francesco Melzi d'Eril, 34
20154 Milano
+39 02 87311
www.esgeo.eu

"**Malicious Code**": viruses, worms, time bombs, Trojan horses and any other malicious code, files, scripts, agents or programs.

"**Non-ESGeo Services**": products or services provided by Third Parties.

"**Personal Data**": information of the Client which identifies, or makes identifiable, directly or indirectly, a natural person.

"**Project Activities**": the configuration and customization activities of the Software specified in Appendix 2.

"**Services**": the products and services purchased by the Client under an Order Form, the performance of which is governed by these General Terms and Conditions. "Services" include the ESGeo Software (as defined below) and, where provided for in the Order Form, the Project Activities set out in Appendix 2.

"**Software**": means the program named "*ESGeo*," developed by Esgeo and offered on a subscription basis as Software as a Service (SaaS), enabling the Client to manage the entire process of non-financial data collection in a collaborative, traceable and reconstructable manner; it also enables budgeting processes and comparisons with prior years and/or budget tables. The application further allows extraction of qualitative and quantitative KPIs respectively into Word and Excel. A workflow dashboard allows monitoring and managing the progress of data collection by organizational unit, GRI/SUBGRI/KPI and user. The user may also use ESGeo for external contributions—for example, to manage materiality through a dedicated survey.

"**Third Parties**": natural or legal persons other than Esgeo, clearly identified as such.

"**User Guid**": the user guide for the services provided by Esgeo to the Client, as may be updated from time to time.

"**User Subscription**": the subscription purchased by the Client to allow a single User to use the Software and the Services in SaaS mode.

"**Users**": persons authorized by the Client to use the Services under a dedicated subscription purchased by the Client. Each individual User will be provided with IDs and passwords by the Client (or by Esgeo at the Client's request). By way of example, Users may include the Client's employees, consultants, contractors and agents, as well as third parties with whom the Client conducts its business.

2. SUBJECT MATTER OF THE AGREEMENT

These General Terms and Conditions govern the terms and conditions under which Esgeo provides the Client with the Services specified in the Order Form, including any Project Activities, as well as the Software in Software as a Service (SaaS) mode.

3. SERVICES AND USER SUBSCRIPTION

3.1. Right to Use the Software

Esgeo shall grant the Client the right to use the Software worldwide and/or shall provide the Services to the Client in accordance with these General Terms and Conditions and the Order Form, for the duration of each User Subscription purchased.

Unless otherwise provided in the applicable Order Form, Esgeo may entrust the performance of part of the Services to Third Parties selected from its customary suppliers, duly trained and authorized for the purpose.

3.2. User Subscriptions

Unless otherwise provided in the relevant Order Form: (i) the Services shall be purchased as User Subscriptions and may be used only by the specifically designated Users; (ii) additional User Subscriptions may be added during the term of the relevant subscription at the same fee applicable to existing User Subscriptions, pro-rated for the remaining subscription period at the time the additional User Subscription is purchased; and (iii) such additional User Subscriptions shall expire on the same date as the pre-existing User Subscriptions.

The Client acknowledges and agrees that the User Subscriptions purchased shall be used exclusively by the User designated at the time of purchase and may not be shared with other users. However, if the designated User permanently ceases to use the Services, the User Subscription may be reassigned to a different User, and Esgeo shall be promptly notified.

3.3. Esgeo's Obligations

Esgeo shall: (**i**) provide the Client with support relating to Esgeo, under the terms and subject to the limitations set forth in Appendix 1, at no additional cost; (**ii**) use its best efforts to ensure availability of the Services 24/7, except where: (a) scheduled downtime occurs (for which Esgeo shall provide at least 8 hours' prior notice and which, where possible, shall be scheduled during weekends, from 6:00 p.m. Friday to 3:00 a.m. Monday, CET), or (b) unavailability is caused by issues and/or delays attributable to the internet service provider; and (**iii**) provide the Services using reasonable care and skill, in accordance with these General Terms and Conditions, the User Guide, and Appendix 1 (including applicable Service Level Agreements), and, where applicable, Appendix 2 (describing the Project Activities).

Esgeo may modify the Software at any time. Such modifications may include new versions and updates of the Software, as well as the elimination of any defects and/or malfunctions thereof and patching. The aforementioned modifications shall be made available to the Client under the terms and conditions in effect at the time of their release by Esgeo.

Any further modifications (including functional changes and new product features) may be purchased separately by the Client and will be subject to a separate agreement on commercial and contractual terms.

4. CLIENT OBLIGATIONS AND WARRANTIES

4.1 Use and Compliance

The Client shall use the Software and the Services in accordance with these General Terms and Conditions and the other contractual documents (User Guide, Offer, Order Form). The Client: (i) shall be responsible for each User's compliance with these General Terms and Conditions, where applicable; (ii) shall use reasonable endeavours to prevent unauthorized use of the Software and the Services and shall notify Esfeo of any unauthorized access or use; (iii) shall keep strictly confidential the access credentials associated with the Services; and (iv) shall use the Services in accordance with the User Guide and in full compliance with applicable laws, including data protection laws.

4.2 Prohibitions

The Software is licensed for the period indicated in Article 9.2; accepting these Terms and Conditions the Client expressly undertakes not to: (a) sell, resell, distribute, lease or rent the Services to any Third Party, or provide any services and/or activities to third parties by using the Software and/or the Services; (b) use the Services to hold or transmit violent,

defamatory or otherwise unlawful material, or in violation of third-party privacy; (c) use the Services to hold or transmit Malicious Code; (d) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (f) attempt to gain unauthorized access to the Services or to related systems and networks.

4.3 Cooperation and Data Accuracy

The Client shall cooperate in good faith to facilitate Esgeo's performance. In connection with Project Activities, the Client shall provide Esgeo with the assistance reasonably requested, failing which Esgeo shall not be considered in default where non-performance or late performance is due to the Client's failure to cooperate. By way of example, the Client shall: (a) promptly take its decisions on matters raised by Esgeo; and (b) provide all information and documents reasonably and expressly requested.

The Client warrants the truthfulness, correctness and accuracy of the information and Client Data provided to Esgeo, including for Project Activities, and undertakes, through its personnel, to carry out careful verification of Client Data: (i) during the Software configuration phase; (ii) during processing of the Data by the Software; and (iii) during preparation of the so-called Sustainability Reports or the so-called Non-Financial Statement prior to submission to the relevant assurance provider. The Client shall hold Esgeo harmless from any damages, expenses and/or costs (including fines imposed by competent authorities) arising from the ascertainment of any untruthfulness and/or inaccuracy of Client Data.

5. FEES AND PAYMENT

5.1. Fees, Invoicing and Payment

The Client shall pay Esgeo the fees set out in the Order Form.

The Client expressly agrees that such fees are due in relation to the purchase of the Services and not to their actual use; the number of User Subscriptions purchased may not be reduced during the term indicated in the Order Form.

Unless otherwise provided in the Order Form, each User Subscription shall be invoiced annually in advance, and the fees shall be paid within sixty (60) days from the end of the month of the invoice date (EOM).

The Client shall provide Esgeo with complete billing data and promptly notify any changes.

Any Project Activities shall be invoiced with the periodicity set out in the Order Form.

5.2. Late Payment and Service Suspension

In the event of delayed or non-payment, Esgeo may: (i) charge interest as provided under Legislative Decree No. 231/2002, as amended, without prior notice of default; and (ii) if the delay exceeds ten (10) days, suspend the Services until full payment is received.

5.3. Taxes

Service fees are exclusive of taxes and fiscal charges, all of which are for the account of the Client.

6. INTELLECTUAL PROPERTY RIGHTS

Esgeo retains ownership of all intellectual property rights in and to the Services and the Software. Intellectual property in the Software, accompanying documentation, ideas and techniques developed by Esgeo (including jointly with the Client)

belongs exclusively to Esgeo; the Client is granted only a right to use in accordance with these Terms and Conditions and the Order Form.

To the extent permitted by applicable law, the Client is expressly prohibited from: (i) creating derivative works or equivalents based on the design of the Software; (ii) copying the structure or any other part of the application for internal or other purposes; (iii) reverse engineering the Services and/or the Software; or (iv) accessing the Services with a view to developing a product or service competing with the Services and/or copying any feature, function or graphic of the Services.

The Client retains all rights in and to Client Data. Esgeo is authorized to use the Client's trademarks solely to provide and support the Services.

7. WARRANTIES AND LIABILITY

7.1. Esgeo's Warranties

Esgeo warrants that the Services will be performed in substantial conformity with these General Terms and Conditions.

Esgeo provides warranty for defects or non-conformities only in the non-waivable cases under law and solely as to the professional skills of the personnel employed. The Services and the Software are provided "*as is*," with exclusion of any express or implied warranties of fitness for a particular purpose, including warranties of merchantability, adequacy, originality, or results from use of the Services and/or the Software, or that operation will be secure, uninterrupted or error-free. Esgeo shall have no liability for damages resulting from defects due to: (i) installation of updates not developed directly by Esgeo; (ii) malfunction of the hardware or operating system, or of products, databases, content or services provided by Third Parties; (iii) improper use or non-use of the Services by the Client.

Esgeo provides no warranty as to the accuracy or truthfulness of Client Data, the verification of which remains the sole responsibility of the Client.

7.2. Limitation of Liability

Except in cases of wilful misconduct or gross negligence and within the limits of mandatory law, Esgeo's aggregate liability for damages arising from performance of the Services shall in any case be limited to the amount paid by the Client in the twelve (12) months preceding the event giving rise to liability. Esgeo shall be liable only for direct and immediate damages and shall have no liability for indirect damages (including, by way of example, lost profits, business interruption, loss of data and/or information).

Esgeo shall not be liable for damages, expenses and/or costs (including fines) arising for the Client due to untruthfulness and/or inaccuracy of Client Data established by competent authorities, nor for malfunctions of Third-Party programs; in particular, Esgeo gives no warranty on the Client's or Third-Party products and services, including but not limited to Microsoft Azure Services; such third-party products and services are warranted exclusively by the relevant manufacturer or licensor.

7.3. Supplemental Documentation

Cloud security maintenance and Application Availability depend on the Microsoft Azure platform hosting the Services and providing Azure Services, pursuant to the Microsoft Azure Terms and Conditions and Microsoft Azure Service Level Agreements (SLA) available at https://www.microsoft.com/. Esgeo shall not be liable for any damage resulting from malfunctions of the Azure cloud platform or interruption of Azure Services. The Microsoft Azure Terms and Conditions and SLAs - which the Client, by accepting these General Terms and Conditions, acknowledges to have carefully reviewed and to accept in all respects - are hereby incorporated by reference and, in the event of conflict, shall prevail over these General Terms and Conditions.

8. MUTUAL INDEMNITIES

8.1. Claim against the Client

Esgeo shall defend, hold harmless and indemnify the Client from any Claim against the Client. In such events Esgeo shall indemnify the Client against damages, expenses and costs awarded by final judgment, provided that the Client: (i) promptly provides Esgeo with written notice of the Claim; (ii) grants Esgeo exclusive control of the defence; and (iii) provides Esgeo with all reasonable assistance at Esgeo's expense.

If a Claim against the Client arises, or Esgeo reasonably believes the Software or Services may infringe third-party IP rights, Esgeo may, at its discretion and at no cost to the Client: (a) modify the Services so they do not infringe; (b) obtain a licence for continued use in accordance with these General Terms and Conditions; or (c) terminate these General Terms and Conditions and related Order Forms on thirty (30) days' written notice and refund the Client any prepaid fees for the unused portion of the Services.

8.2. Claim against Esgeo

The Client shall defend, hold harmless and indemnify Esgeo from any Claim against Esgeo and shall indemnify Esgeo against damages, expenses and costs awarded by final judgment, provided that Esgeo: (i) promptly gives the Client written notice of the Claim; (ii) grants the Client exclusive control of the defence; and (iii) provides the Client with all reasonable assistance at the Client's expense.

9. TERM AND TERMINATION

9.1. Term

These Terms and Conditions commence on the Effective Date and remain in force until all User Subscriptions purchased under any Order Form have expired or been earlier terminated.

9.2. Terms of User Subscriptions

Each User Subscription starts and ends on the dates set out in the Order Form. Unless otherwise provided in the Order Form, each User Subscription shall have a duration of thirty-six (36) months and shall automatically renew for successive periods

of twelve (12) months unless either Party gives the other at least thirty (30) days' prior notice of non-renewal by registered letter with return receipt or certified email (PEC). Renewal occurs at the price list in force at the time of renewal.

9.3. Termination for Breach

These General Terms and Conditions and any Order Form may be terminated by either Party, by written notice pursuant to Article 1456 of the Italian Civil Code, in case of breach of Articles 10 (Confidential Information); 11 (Personal Data Processing); 12.1 (Anti-Corruption); 12.6 (Assignment), or if the other Party is declared bankrupt or becomes subject to another insolvency proceeding.

9.4. Return of Client Data

Upon the Client's request made within sixty (60) days from the effective date of termination or expiry, Esgeo shall make available for download a file containing Client Data in .csv or Microsoft Office format, together with attachments in their native format. After such sixty (60) days without a request, Esgeo shall have no obligation to retain or return any Client Data and, unless otherwise required by law, may delete all Client Data in its systems or possession or under its control.

9.5. Survival

The following provisions shall survive termination or expiry for any reason: Article 5 (Fees and Payment), Article 6 (Intellectual Property Rights), Article 7 (Warranties and Liability), Article 8 (Mutual Indemnities), Article 9.4 (Return of Client Data), Article 10 (Confidential Information), Article 11 (Personal Data Processing) and Article 12 (General Provisions).

10. CONFIDENTIAL INFORMATION

Each Party undertakes to keep Confidential Information secret and shall instruct its personnel accordingly.

Confidential Information does not include information that: (i) was in the public domain prior to disclosure, or becomes public without breach of these General Terms and Conditions; (ii) becomes public after disclosure for reasons not attributable to the receiving Party; (iii) the receiving Party can prove was already known before disclosure; (iv) can be shown to have been independently developed in good faith by personnel of the receiving Party without reference to the disclosing Party's information; (v) shall be disclosed pursuant to laws/regulations or upon request of a judicial or administrative authority, in which case the receiving Party shall give written notice to the disclosing Party without undue delay to limit dissemination.

The Parties shall not: (i) use Confidential Information for purposes other than those related to these General Terms and Conditions and only to the extent strictly necessary; (ii) disclose Confidential Information to third parties, in whole or in part, directly or indirectly, in any form, unless reasonably necessary for the above purposes and subject to such third parties signing a non-disclosure agreement with terms analogous to this clause; (iii) copy or reproduce Confidential Information, in whole or in part, save as strictly necessary for operational needs.

The confidentiality obligation shall last for three (3) years from the Effective Date.

11. PERSONAL DATA PROCESSING

By accepting these General Terms and Conditions, each Party undertakes to comply, for its part, with Regulation (EU) 2016/679 ("*GDPR*") and all applicable data protection laws, regulations and decisions of the competent Data Protection Authority. Each Party acknowledges and agrees that data relating to the other Party, as well as Personal Data (e.g., names, company email addresses) of its employees/contractors involved in the activities connected with the Services will be processed by the other Party as Data Controller for purposes strictly related to establishing the commercial relationship. Each Party represents that it has obtained any necessary consents from data subjects.

Personal Data will be processed lawfully and fairly, protecting the rights and freedoms of data subjects, with appropriate technical and organizational measures to ensure a level of security appropriate to the risk, by manual and/or automated means.

In performing these General Terms and Conditions Esgeo will also process Personal Data on behalf of the Client as Data Processor under Article 28 GDPR and, for that purpose, undertakes to execute Appendix 3 – Data Processing Agreement (DPA).

12. GENERAL PROVISIONS

12.1. Anti-Corruption

The Client represents and warrants that it has not received or offered bribes, unlawful or improper payments, gifts or things of value from/to an Esgeo employee or agent in relation to these General Terms and Conditions and undertakes to comply with all applicable anti-corruption laws and regulations. If the Client becomes aware of any violation, it shall promptly inform Esgeo.

12.2. Relationship of the Parties

Nothing herein shall be construed to create an agency, partnership or joint venture between the Parties. Each Party remains an independent contractor.

12.3. No Waiver

Failure by a Party to exercise any right, or tolerance of any breach, shall not constitute a waiver or acquiescence unless set out in a written instrument signed by both Parties.

12.4. Force Majeure

Neither Party shall be liable for delays or failures not attributable to it as resulting from force majeure, fortuitous event, or otherwise unforeseeable at the Effective Date.

12.5. Severability

If any provision is held invalid or unenforceable, such provision shall be deemed omitted and the remaining provisions shall continue in full force and effect.

12.6. Assignment

Neither Party may assign, in whole or in part, rights or obligations hereunder without the prior written consent of the other Party, save as provided by Article 3.1.

This provision also applies in case of direct or indirect acquisition of the Client by any legal entity, or in case of sale, lease or transfer of all or substantially all of the Client's assets, or merger or other transaction having substantially the same effect. In such events, rights and obligations under these General Terms and Conditions and related Order Forms may be transferred to the acquirer, transferee or surviving entity only with Esgeo's prior consent, which, on equal terms, shall not be unreasonably withheld.

In case of assignment in breach of this clause, the non-breaching Party may, at its discretion, terminate these General Terms and Conditions and the Order Forms pursuant to Article 1456 of the Italian Civil Code by written notice to the assigning Party. Subject to the foregoing, these General Terms and Conditions shall be binding upon and inure to the benefit of permitted successors and assigns.

12.7. Governing Law and Exclusive Jurisdiction

These General Terms and Conditions and related Order Forms shall be governed by Italian law.

Any dispute arising out of or relating to the interpretation, execution, performance or effectiveness of these General Terms and Conditions and the related Order Forms shall be submitted to the exclusive jurisdiction of the Court of Milan.

12.8. Entire Agreement

These General Terms and Conditions, including all Appendices, the Offer and all Order Forms, constitute the entire agreement between the Parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral. In case of conflict, the following order of precedence applies: (i) the Order Form; (ii) these General Terms and Conditions; (iii) the appendices hereto; (iv) the Offer.

Any amendment, extension or supplement of these General Terms and Conditions shall be in writing and signed by both Parties to be effective. Any Client general terms, clauses or notes attached to the order form, invoices or any other Client document shall have no effect and shall be deemed not included, unless expressly waived in writing by the Parties as set out above.

13. Appendices

- Appendix 1 - Service Level Agreements;
- Appendix 2 - Project Activities;
- Appendix 3 - Data Processing Agreement (DPA).

***

Last updated: September 2025