

## GENERAL TERMS AND CONDITIONS

(hereinafter referred to as "**T&Cs**")

### 1. Scope and Validity

1.1. These Terms govern the provision of hardware/software/solutions ("**Products**") and the provision of customer support/professional services ("**Services**") by Ascom\* to its distributors/resellers or end customers (each, a "**Customer**" and, together with Ascom, the "**Parties**").

1.2. These T&Cs form part of any offer, order or agreement between Ascom and the Customer. The terms and conditions not contained herein, but which are applied by the customer, are only effective if they have been expressly approved by Ascom in writing.

\* "Ascom" means the Ascom Group company that enters into an individual customer agreement

### 2. Individual Agreement and Scope

2.1. Unless expressly stated otherwise, all offers from Ascom are subject to change. An individual contract between Ascom and the Customer ("**Individual Agreement**" and, together with the T&Cs, "**Agreement**") shall be deemed to have been concluded as soon as Ascom has confirmed the Customer's order in writing ("**Confirmed Order**").

2.2. Orders placed by the Customer that differ from the specifications of Ascom's offer are only effective if they have been expressly approved by Ascom in the confirmed order.

2.3. The specific scope of application in relation to products and services is defined in detail in the Agreement.

### 3. Delivery and acceptance

3.1. Ascom shall use reasonable efforts to comply with the deadlines set out in the Agreement, provided that the Customer complies with its obligations under the Agreement. In particular, the Customer must comply with the terms of payment and all other obligations prior to the employment relationship (e.g. cooperate with Ascom, respond promptly to any request from Ascom necessary for the performance of the Agreement, obtain and maintain all necessary permits and licenses, etc.).

3.2. Ascom may make partial deliveries if this is not unreasonable for the Customer.

3.3. The Customer is obliged to inspect the Products immediately upon receipt or installation. Defects can be reported in writing within 20 working days after receipt or installation of the products, otherwise the products are considered accepted ("**acceptance**"). Hidden defects must be reported without undue delay and in any case within eight days from the date of discovery, without prejudice to the warranty period provided for in Article 7 below.

3.4. If a formal acceptance is agreed before acceptance, a joint acceptance shall take place. Ascom will invite the customer to participate in good time. The documentation of the investigations and their results will be kept and signed by all interested parties. If the customer refuses to participate in the acceptance for reasons for which Ascom is not responsible, Ascom may grant a grace period of 10 working days. If the acceptance is not made within this period, the acceptance protocol provided by Ascom will be considered complete and sufficient to enable the customer to determine whether the products meet the specifications.

3.5. If Ascom's performance is delayed for reasons beyond Ascom's control (whether or not the cause was foreseeable), including, but not limited to, acts of God, natural disasters, accidents, strikes, cyber or terrorist attacks, lack of customary sources of supply, or due to acts or orders of the government, Ascom's time period to perform its obligations shall be reasonably extended.

#### **4. Prices, Terms of Payment and Risk**

4.1. Unless otherwise agreed, all prices are net in local currency and do not include VAT, packaging and shipping.

4.2. Ascom is entitled to adjust the prices for additional products if the Customer or third parties do not provide the necessary, correct and timely information or if the scope or frequency of use by the Customer significantly exceeds the agreed level.

4.3. Ascom's invoices are paid according to the agreed payment schedule. If no payment schedule has been agreed, invoices must be paid within 30 days of the invoice date. In the event of late payment, default interest will be charged at the rate provided for by current legislation (Legislative Decree 231/2002).

4.4. Ascom retains ownership of the delivered Products until the Customer has paid the full purchase price.

4.5. The risk of accidental loss or accidental deterioration shall pass to the customer upon shipment. If Ascom holds or stores products for the customer, this is at its own risk and at the customer's own expense.

4.6 Unless otherwise agreed between the Parties, Ascom is entitled to increase the prices set out in the Agreement on each anniversary of the Agreement by an amount less than or equivalent to the percentage increase in the Consumer Price Index/Indice dei prezzi al consumo (the "Index"). The adjustment will be calculated by comparing the Index in the month immediately preceding the anniversary of the Agreement with the same month in the preceding year. The adjusted price will take effect on the relevant anniversary date of the Agreement and will be notified to the Customer in writing. If the Index is discontinued or no longer published, the Parties agree to substitute the Index with another equivalent index or measure that accurately reflects the changes in inflation.

#### **5. Obligations of the Client**

5.1. The Customer is responsible for (i) assessing the impact of Ascom Products on its system environment and, in particular, implementing and maintaining an appropriate level of standards for information security, data protection and malware/virus protection; (ii) ensure that its personnel complete and maintain the training required by Ascom; (iii) inform Ascom of all applicable local regulations and standards, in particular in the areas of health and medical ICT (Information and Communication Technologies), medical devices, product and personal safety, information security, building and building codes, etc., and comply with these regulations; (iv) ensure that the product is used only in accordance with the intended use for which the product was designed and manufactured by Ascom and the product labels and instructions for use issued by Ascom, and (vi) ensure that the necessary compensatory measures are taken to ensure operation, access to information and alarm management processes in the event that the services provided by Ascom do not comply with the Shutdown of the customer's system.

5.2. Unless Customer has subscribed to the Ascom Life Cycle Plan Solution, Customer is responsible for managing changes to Ascom Products beyond Ascom's standard programming, including customization

and customization, as well as managing changes to third-party software, products, and systems associated with or dependent on Ascom Products. The Customer is obliged to inform Ascom immediately of such changes and to obtain confirmation of compatibility and interoperability from Ascom.

## **6. Software Use and Intellectual Property Rights**

6.1. The Software provided by Ascom is not sold, but licensed to the Customer.

6.2. Ascom and its licensors are and remain the sole and exclusive owners of all right, title and interest in and to pre-existing materials, materials created during the term of the Agreement, and the products and services, including the intellectual property rights and copyrights of third parties contained therein.

6.3. If a third party asserts a legitimate claim against the Customer for infringement of IPR (Intellectual Property Rights), Ascom shall be liable to the Customer under the following conditions: (i) Ascom will, at its sole discretion, either obtain a license to or modify the infringing Products or, if no alternative is reasonably available, the Customer will return the infringing Products and Ascom will refund the net book value to the Customer; (ii) Customer shall promptly notify Ascom in writing of the threat or complaint and shall fail to acknowledge the breach to the third party; (iii) Customer cooperates with Ascom and gives Ascom full control over the defense and settlement of the claim, and (iv) Customer shall not be liable for any infringement of rights (e.g., because Customer has modified the Product). Customer must use the Software only in accordance with the intended use and instructions provided in the Documentation, and solely in conjunction with Ascom authorized third-party hardware and/or software.

Customer may not sell, lease, assign, sublicense, distribute or otherwise encumber by any means the Ascom Software, except where Ascom has granted Customer such rights (e.g. if Customer is an authorized distributor). In case the Software is licensed to a Customer who is an authorized distributor, such distributor may only distribute the Software (and allow the software components thereof to be further sublicensed) under license terms that (i) must comply with all applicable laws, including without limitation the GDPR (adjust as needed depending on jurisdiction), in all countries where distributor wishes to allow customers to use the Software; (ii) is not inconsistent with the terms and conditions set forth herein, including, but not limited to section 6.3.

Customer may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Ascom Software or any services provided by the Ascom Software or any part thereof.

In order to verify whether Customer is complying with the restrictions contained herein, Customer agrees to submit, upon reasonable request by Ascom, license usage data, without any personal data, using tools provided by Ascom.

## **7. Warranty**

7.1. Ascom warrants that the Products will be free from defects in materials and workmanship at the time of delivery/installation, will conform to the then-current published Product Specifications, and that the Services will be performed in a workmanlike manner and in accordance with industry standards (the "**Warranties**"). The warranties do not apply to software provided by Ascom. The sole and exclusive warranty for the Software provided by Ascom is set forth in the Agreement.

7.2. Unless otherwise agreed, the Customer shall notify Ascom in writing of the breach of the warranties within 12 months of acceptance of the Products or completion of the Services.

7.3. The Customer's remedy for breach of the warranties shall be solely at Ascom's option: (i) for the Products, refund of the purchase price, remedy of the defect or replacement within a reasonable time; (ii) for the Services, the re-provision of the Service or the refund of the portion of the remuneration paid in connection with the non-compliant Services. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period.

7.4. Warranties are excluded: (i) if the damage or defects are caused by improper or unauthorised use, intervention or treatment, natural wear and tear, faulty maintenance or any other cause for which Ascom is not responsible; (ii) if the Products are used outside of their intended use or in violation of instructions given by Ascom (e.g., without proper training of personnel); (iii) if the corrective actions communicated by Ascom in the mandatory field are not applied; (iv) if modifications or repairs are made without Ascom's written consent, or if reasonable and immediate measures are not taken to minimise damage or defects, and (v) to equipment and consumables, such as batteries and accumulators. Ascom makes no other warranties, express or implied, and all other warranties are expressly disclaimed, including any warranties of merchantability or fitness for a particular or particular purpose.

7.5. Unless expressly agreed otherwise in writing, all Third Party Materials are provided "as is" and any warranty for or relating to Third Party Material is solely between the Client and the third party or distributor of the Third Party Material.

#### 7.6 Software

Ascom warrants for a period of 90 days from the delivery date of the Ascom Software ("Software Warranty Period") that the Ascom Software operates substantially in accordance with the specifications contained in the Documentation ("Software Warranty").

Ascom does not warrant that the Ascom Software or any portion thereof operates without interruption or error-free nor that software maintenance provided by Ascom will result in error-free software. In particular, Ascom does not warrant that the Ascom Software operates in all combinations desired by Customer with any data, computer systems and software.

If, during the Software Warranty Period, Customer detects and informs Ascom by registered mail, email or such other method of communication approved by Ascom in advance, of a breach of the Software Warranty, Ascom shall use commercially reasonable efforts to correct such breach within due time (of at least 30 days). Correction shall, in Ascom's sole discretion, consist of debugging, instructions on how to avoid the programming error, provision of new software or refunding such portion of the licence fees received for the specific Ascom Software which relates to the period of the said breach.

The Software Warranty does not cover program errors, which are attributable to circumstances for which Ascom is not responsible (e.g. manipulation of the Ascom Software by Customer or a third party, influences of a third-party component or of systems and programs not supplied by Ascom, operating errors by Customer or a third party).

### **8. Liability and insurance**

8.1. In no event shall Ascom's total liability exceed an amount corresponding to the consideration paid by the Customer in relation to the product/service that is the subject of the claim.

8.2. Neither party shall be liable, whether based on contract, warranty, tort, statutory duty, strict liability, indemnity or otherwise, for any loss of use, revenue, savings, profits, interest, goodwill or opportunity, replacement costs, loss of information or data, power failure, claims arising from contracts with third parties, or for any kind of indirect, special, liquidated, punitive, collateral, incidental or consequential damages, or for any other loss or expense of a similar nature.

8.3. Nothing shall limit either party's liability for: (i) personal injury or death that is directly attributable to Ascom's willful misconduct or gross negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any liability that cannot be limited or excluded under applicable law.

8.4. Ascom shall ensure the correctness of its business activities. At the customer's request, Ascom may provide a certificate of insurance stating the level of insurance coverage provided by Ascom. Ascom does not grant third parties direct access to Ascom insurance and does not grant any additional rights to Ascom insurance, for example by commissioning third parties as additional insured persons.

## **9. Confidentiality, data protection, export and import compliance, Data Act**

9.1. Unless otherwise permitted in writing, neither party shall disclose to any third party the contents of the Agreement or any information provided by or on behalf of the other party that should reasonably be treated as confidential information. Notwithstanding the foregoing, this does not include information that (a) was in the Recipient's lawful possession prior to disclosure by the Disclosing Party, (b) information that is or becomes publicly available through no fault of the Recipient, (c) information that the Recipient has lawfully obtained from a third party who has the right to disclose it on a non-confidential basis, or information that (d) is independently developed by the Recipient without reference to the Disclosing Party's Confidential Information, as demonstrated by the Recipient. The parties may disclose Confidential Information if required to do so by applicable law.

9.2. With regard to the exchange of personal data, the Parties will (a) use such data only in strict accordance with the applicable data protection regulations and for the purposes of the Agreement, (b) apply all necessary and up-to-date security measures, and (c) enter into a separate contract for the processing of data (if necessary).

9.3. Customer agrees not to (i) export, import, sell, transfer, or otherwise use, directly or indirectly, the Products at any time in a manner that may result in non-compliance with export/import rules and regulations, and (ii) obtain all necessary permits, licenses, or permits in accordance with such laws and regulations.

### **9.4 Data Access and Sharing**

#### **9.4.1 Access Rights**

In line with Regulation (EU) 2023/2854 ("Data Act"), where the Customer is a "user" and Ascom is a "data holder" within the meaning of the Data Act, the Customer may access product data generated through the use of the Products and/or Services ("Product Data") solely to the extent required and for the purposes provided for by law. Any broader use of Product Data is subject to Ascom's prior written consent and might be subject to additional charges. Access to any personal Product Data is subject to a valid legal basis for data processing.

#### **9.4.2 Format and Delivery**

Product Data will be made available in a reasonable timeframe, in a structured, commonly used and machine-readable format, and in real time where technically feasible. Ascom is entitled to determine the technical means, standards and processes for data provision.

#### **9.4.3 Right to use data**

Ascom shall have, taking into account the restrictions of the Data Act, the right to use non-personal data received or generated in the course of the fulfillment of the Agreement for the performance of the Agreement as well as for support / quality / product maintenance, improvement and development / analytics purposes.

#### 9.4.4 Third-Party Recipients

Where the Customer requests transfer of Product Data to a third party, Ascom shall not be responsible for the third party's use, processing or security of such data. The Customer shall fully indemnify and hold Ascom harmless against any claims, damages or costs arising from or in connection with such third-party use. Transfer of any personal Product Data is subject to a valid legal basis for data processing. The provision of Product Data to a third party may be subject to a remuneration to be borne by the third party and contractual arrangements between Ascom and the third party.

#### 9.4.5 Cloud and Switching Services

Where Services include cloud or other data processing, Ascom will support Customer migration in accordance with the Data Act. Ascom is not liable for delays, losses, incompatibilities or additional costs incurred during or after migration to another provider, except in cases of willful misconduct or gross negligence.

#### 9.4.6 Public Authority Requests

If a competent public authority lawfully requires access to Product Data, Ascom shall provide such access in compliance with the Data Act. To the extent legally permissible, Ascom will notify the Customer in advance. Ascom shall not be liable for any disclosure made under such legal obligation.

#### 9.4.7 Limitation of Liability for Data Act Obligations

Ascom's obligations under the Data Act are provided on a best-efforts basis, subject to technical feasibility and legal requirements. Except in cases of willful misconduct or gross negligence, Ascom shall not be liable for: (a) indirect, incidental or consequential damages, including loss of profit, business, contracts or goodwill; (b) claims or damages arising from the Customer's or any third party's use, disclosure or processing of Product Data; or (c) incompatibilities, errors, omissions or delays in connection with the transfer, migration or portability of Product Data. Ascom's aggregate liability for any claims relating to the Data Act shall be limited to the total fees paid by the Customer under the Agreement in the twelve (12) months preceding the event giving rise to the claim.

### **10. Special conditions for medical devices**

10.1. Ascom will identify in good faith and in accordance with local regulations the products that qualify as medical devices ("**MDP – Medical Device Products**").

10.2. The Customer is responsible for monitoring that all Products are properly used, transported and stored in accordance with local laws and regulations before commencing the use or resale of such Products.

10.3. Whenever the Customer becomes aware of a quality problem or information that reasonably indicates that the Products do not comply with the applicable regulations or that the Customer has been or may be involved in an accident that resulted in death or serious deterioration of health, the Customer shall provide such information without undue delay and in any event no later than within 24 hours of receipt of such information, to Ascom. Customer shall provide Ascom with all information and access to the affected device necessary to determine the problem and shall place the affected medical devices (MDPs) in custody until Ascom grants a new clearance for use.

10.4. If Ascom notifies Customer that security corrective action or recall of the Product is required, Customer must acknowledge receipt and cooperate with Ascom in implementing the corrective actions at its own expense. In no event shall the Customer take any corrective action, recall or reversal without the prior consent of Ascom.

10.5. If the Customer has reason to believe that a Product may pose a serious risk or be counterfeit, the Customer shall not inform any competent authority until it has informed Ascom and agreed with Ascom on the details of the information to be communicated to the competent authority.

10.6. The Customer agrees to notify Ascom and assist Ascom with any regulatory or third-party actions relating to Medical Devices (MDPs) as soon as it becomes aware of them.

10.7. If the Customer resells Medical Devices (MDPs), the Customer shall (i) verify that the Medical Devices (MDPs) are CE marked and accompanied by an EU Declaration of Conformity, an Ascom Instruction Manual for Use and a UDI (Unique Device Identification), (ii) maintain all necessary local records relating to Medical Devices (MDPs), (iii) cooperate with Ascom to achieve traceability of all Medical Devices (MDPs) (i.e. all Medical Devices (MDPs)) economic operators from whom they have obtained the medical devices (MDPs), as well as any economic operators or all healthcare institutions to which a medical device (MDP) has been made available, (iv) store the UDIs (Unique Device Identifications) of the medical devices (MDPs) and (v) only use marketing materials approved by Ascom. Customer shall maintain written verification records of the items referred to in this clause and make them available to Ascom for inspection upon request (including information on the sampling method, if used).

10.8. The Client is obliged to prepare and maintain the documentation required to support the risk management of the Medical Information Network for the interfaces between the Medical Devices (MDP) and all network components (both software and hardware), taking into account the specifications for the hardware, the characteristics of the network and the IT security measures specified in the Medical Devices Documentation (MDP).

## **11. Miscellaneous**

11.1. Ascom is entitled to terminate the contract at any time in accordance with art. 1456 of the Italian Civil Code, with a simple written notice sent by registered mail or by registered mail if the Customer fails to comply with even one of the obligations provided for in the above articles 5.1. and 10.

11.2. In the event of non-performance or delay by the Buyer in the payment of even a single invoice, the Agreement shall be automatically deemed terminated, in accordance with and for the purposes of art. 1456 of the Italian Civil Code, and Ascom shall regain possession of the Product covered by this Agreement, retaining the amount already received as compensation, with the exception of compensation for the higher damage suffered.

11.3. The contract can only be amended in writing.

11.4. The Agreement may not be assigned or transferred to any third party (other than Affiliates) without the prior written consent of the other party (other than Affiliates). Ascom has the right to engage subcontractors to perform its tasks.

11.5. The invalidity of individual provisions of the contract shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provisions with new provisions that come as close as possible to the economic purpose of the contract. This Agreement shall not inure to the benefit of any person other than the parties to this Agreement and their respective successors and permitted assigns, nor shall it be enforced by any of its provisions.

11.6. The failure or delay in exercising any right, power or remedy by either party shall not constitute a waiver thereof, nor shall it preclude the partial exercise of any right or other right, power or remedy.

11.7. All notices and other communications to be given under or in connection with the Agreement shall be in writing and addressed to the other party as set forth in the Agreement.

## **12. Governing Law and Jurisdiction**

12.1. This Agreement shall be governed by and construed in accordance with the laws of Italy. Any claim or dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Court of Florence.

12.2. Ascom may bring an action for injunctive relief in any court of competent jurisdiction to protect intellectual property rights and confidential information.