

MOSAICO

Terms and Conditions of Use and Service

Application name	MOSAICO Suite
Owner	Digita SRL
Registered office	Via Verdi 3, 24121 Bergamo, Italy
VAT / Tax code	04334180165
Company identification number	IT04334180165
Share capital fully paid-up	EUR 10,000.00
Certified email (PEC)	pec.digita@legalmail.it
Support email	info@digita.work
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1. Introduction and Owner Information

These Terms and Conditions of Use and Service (the "Terms") govern access to and use of the website, platform, mobile applications and SaaS services made available under the name "MOSAICO" (the "Application", the "Platform" or the "Service").

The Service is owned and operated by Digita SRL, with registered office at Via Verdi 3, 24121 Bergamo, Italy, VAT / Tax Code 04334180165, company identification number IT04334180165, share capital fully paid-up EUR 10,000.00, certified email (PEC) pec.digita@legalmail.it, support email info@digita.work (the "Owner", "Digita", "we", "us" or "our").

These Terms apply to professional users, corporate customers, industrial operators, organizations, their authorized representatives and end users who access or use MOSAICO in a business, professional, industrial or organizational capacity.

MOSAICO is not intended for consumer use. It is provided as a B2B industrial digital platform for professional and corporate environments.

Last revised: 19/05/2026

2. Definitions

- **"Account"** means the user profile or access credentials created or assigned to access the Service.
- **"Authorized User"** means an employee, contractor, manager, technician, operator, consultant, administrator, maintenance worker, plant supervisor, partner or other individual authorized by a Customer to access the Service under the Customer account or environment.
- **"Customer"** means the professional, company, industrial operator, entity or organization that purchases, subscribes to, receives access to or otherwise uses the Service.
- **"Customer Data"** means all data, information, records, files, operational content, configurations, technical materials, plant-related information, equipment information, reports, notes, feedback, documents and other content uploaded, submitted, connected or made available to the Service by or on behalf of the Customer.
- **"Industrial Data"** means data relating to plants, machines, assets, processes, production cycles, alarms, events, energy or fuel consumption, operating parameters, quality, efficiency, maintenance, equipment status, QR code asset pages, operator feedback, reports, notifications, dashboards and related industrial or technical information processed through the Service.
- **"Hardware"** means any physical device, server, gateway, edge device, storage device, backup unit, network interface, accessory or related equipment supplied, sold, leased, configured or made available by Digita SRL or its authorised partners in connection with MOSAICO.
- **"Mi-BOX"** means the local server, gateway or edge device supplied, sold, configured or made available by Digita SRL or its authorised partners for installation at the Customer's premises, used to collect, process, protect, store, transmit or exchange Industrial Data between the Customer's OT environment, plant systems and the MOSAICO platform.
- **"Local Infrastructure"** means the Customer-side infrastructure, equipment, networks, cabinets, power supply, UPS systems, cabling, firewall rules, internet connectivity, industrial networks, PLCs, SCADA, HMI, OPC UA servers, sensors, actuators, databases and other systems or environments used in connection with MOSAICO or Mi-BOX.
- **"OT Environment"** or **"Operational Technology Environment"** means the equipment, networks, systems and protocols installed in the Customer's industrial plant and used for the control, monitoring or management of physical processes, including PLCs, DCS, SCADA, HMI, sensors, actuators, inverters, field networks, safety systems and related communication infrastructure.
- **"Remote Access"** means any remote connection, VPN, support tool, diagnostic channel, update channel or equivalent technical access used by Digita SRL or its authorised personnel to install, configure, maintain, update, monitor, troubleshoot or support MOSAICO, Mi-BOX or related components.
- **"Mobile Applications"** means the MOSAICO-related mobile applications made available by Digita SRL through the Apple App Store, Google Play Store or other digital distribution channels, including Mi-Report, Mi-Live, Mi-Add, Mi-Core, Mi-Tag, Thunder & Sfera, and any future or renamed application forming part of the MOSAICO suite.
- **"MOSAICO Materials"** means the Service, software, platform architecture, user interfaces, dashboards, mobile applications, workflows, databases, APIs, connectors, designs, layouts, documentation, know-how, trademarks, logos, business names and all related intellectual property rights owned or licensed by Digita SRL.

- **"Operational Output"** means any dashboard, report, chart, notification, alert, event log, KPI view, mobile view, equipment page, operator feedback view, summary or other result displayed, generated, calculated or made available through the Service on the basis of Customer Data, Industrial Data, system configurations or integrations.
- **"Professional User"** means a natural or legal person acting for purposes relating to their trade, business, craft, profession, industrial activity or organization, and not as a consumer.
- **"Subscription"** means a recurring paid plan, commercial package, order form, licence, contract or other commercial arrangement granting access to the Service under agreed usage limits and conditions.

3. Scope of These Terms

These Terms govern both the public website and the MOSAICO SaaS Application, unless a specific clause clearly applies only to one of them.

Website use includes browsing public pages, accessing informational content, contacting the Owner, requesting information, and viewing marketing or product materials.

Application use includes registration, account access, use of dashboards and mobile applications, access to plant data, display of operational views, reports, notifications, QR code equipment pages, operator feedback, user management and any related SaaS functionality.

If the Customer signs a separate written agreement, order form, data processing agreement, service level agreement, technical specification, project agreement or other written contract with the Owner, that document prevails over these Terms only to the extent of any direct conflict.

By accessing or using the website or the Service, the Customer and its Authorized Users accept these Terms. A person accepting these Terms on behalf of a company, industrial operator or organization represents and warrants that they have authority to bind that entity.

4. Description of MOSAICO

MOSAICO is a B2B industrial digital platform designed to support the digitalization, management and operational monitoring of industrial plant data.

MOSAICO may be provided as a combination of SaaS services, cloud infrastructure, mobile applications, local edge components, Mi-BOX hardware, gateway services, installation support, configuration, integration, maintenance and related professional services.

Where provided under the applicable Order Form, MOSAICO includes the deployment of a local Mi-BOX server or gateway at the Customer's premises. Mi-BOX is designed to connect to the Customer's industrial environment, collect Industrial Data from plant systems, PLCs, OPC UA servers, sensors, machines, SCADA, HMI, databases or other OT/IT systems, and transmit or make such data available to the MOSAICO platform and cloud infrastructure.

MOSAICO transforms industrial plants into collaborative digital environments where people, data, assets and digital tools work together to improve performance, reliability, safety and operational knowledge.

The Service collects, connects, organizes and displays industrial signals and plant-related information, making them readable and available to authorized plant teams through dashboards, mobile views, QR code equipment pages, reports, notifications, alarms, events and operator feedback.

MOSAICO is not positioned as generic software. It is a digital industrial workspace designed for continuous plant life, including live monitoring, shared accountability, operational intelligence and collaboration between plant personnel, digital systems and, where enabled, AI Digital Operators or other assisted functionalities.

The MOSAICO suite may include, among other modules and applications:

- Mi-Core, for KPI monitoring, plant availability, energy and fuel optimization, quality and efficiency control;
- Mi-Live, for live data, trends, alarms and events available on mobile devices;
- Mi-Tag, for QR code equipment information, digital product passport and field technical data;
- Mi-Report, for automatic and manual reports relating to production, performance, events and operational history;

- Mi-Add, for mobile feedback from operators and followers to connect field activities and control room visibility;
- Thunder & Sfera, for intelligent notifications and event-based attention management.

The exact modules, applications, functionalities, integrations and usage limits available to the Customer depend on the applicable Order Form, technical configuration, subscription plan, project scope or written agreement.

5. Business and Professional Use

The Service is intended exclusively for business, professional, industrial and organizational use. It is not offered to consumers for personal, household or non-professional purposes.

The Customer represents and warrants that it accesses and uses the Service only in a professional, business, industrial or organizational capacity.

Where the Customer accesses or uses the Service on behalf of a company, industrial operator, employer, client or other legal entity, the Customer represents and warrants that it has the authority to bind such entity to these Terms. The Customer is responsible for ensuring that all Authorized Users accessing the Service under the Customer environment use the Service only within the professional, industrial or organizational context for which access has been granted.

Mandatory consumer protection rights, including statutory withdrawal rights applicable to consumers, do not apply to the Customer's purchase, subscription or use of MOSAICO where the Customer acts as a Professional User.

6. Registration, Accounts and Credentials

Registration or assignment of credentials is required to access the Application and Mobile Applications.

The Customer and Authorized Users must provide accurate, complete and up-to-date information during registration and throughout use of the Service.

The Customer is responsible for managing Authorized Users, roles, access rights, permissions and internal authorizations within its organization.

Credentials are personal to the assigned user and may not be shared, transferred or made available to unauthorized persons.

The Customer must promptly notify the Owner of any suspected unauthorized access, credential compromise, security incident, misuse of the Service or unauthorized disclosure of credentials.

The Owner may block, suspend or restrict an Account at any time in case of breach of these Terms, suspected misuse, security risk, non-payment, unlawful activity, technical risk or risk to the integrity of the Service or industrial environments connected to it.

7. Commercial Terms, Subscriptions and Payments

The Owner sells digital products and software services, including SaaS services, to Professional Users. The Service may be offered under one or more Subscription plans, order forms, offers, commercial proposals or negotiated agreements.

7.1 Pricing

Pricing for the Customer's use of MOSAICO and the related SaaS services shall be set out in the applicable written ordering document, proposal, quotation, contract, order confirmation or order form executed or accepted by the Customer and Digita SRL, as applicable (each, an "Order Form"), unless pricing is otherwise published by Digita SRL on the MOSAICO website or agreed in writing.

7.2 Subscriptions

MOSAICO may be provided as a subscription-based SaaS service, as a hardware-enabled service, as a project-based industrial digitalisation service, or through a combination of platform access, cloud services, mobile applications, Mi-BOX hardware, configuration, integration, maintenance, support and related professional services.

The applicable plan, modules, Hardware, Mi-BOX configuration, connected plants, connected assets, features, usage limits, duration, renewal terms, fees, billing frequency, support conditions, installation requirements and any additional commercial conditions shall be those indicated in the applicable Order Form or written agreement.

7.3 Payments

Except as otherwise set forth in the applicable Order Form, the Customer shall pay all fees due for its use of MOSAICO and the related services ("Fees") within thirty (30) days from the date of the relevant invoice.

Where the Customer has an active Customer Account and a valid payment method has been provided, Fees may be automatically charged to the Customer's payment method on a recurring basis according to the billing frequency indicated in the applicable subscription plan, Order Form or other order confirmation.

All amounts paid by the Customer are non-refundable, non-cancellable and non-creditable, except where otherwise expressly required by applicable law or expressly agreed in writing by Digita SRL.

7.4 Taxes

Unless expressly stated otherwise, prices include VAT where applicable.

The Customer remains responsible for any applicable taxes, levies, duties, withholding taxes or similar governmental charges that may apply to the Customer's purchase, subscription or use of MOSAICO, to the extent required by applicable law.

If Digita SRL is required to collect, charge or pay any taxes, duties or similar charges in relation to the Fees, such amounts may be invoiced to the Customer unless the Customer promptly provides a valid tax exemption certificate or equivalent documentation.

7.5 Payment Disputes

In the event of a good-faith dispute concerning an invoice, the Customer shall pay all undisputed Fees when due and notify Digita SRL in writing at info@digita.work within fifteen (15) days from the date of issuance of the disputed invoice, providing sufficient detail to explain the basis of the dispute.

The Parties shall cooperate in good faith to resolve any payment dispute as soon as reasonably practicable. Failure to notify Digita SRL of a payment dispute within the above fifteen (15) day period shall constitute acceptance of the invoice, without prejudice to mandatory rights provided by applicable law.

7.6 Late Payments

Without prejudice to any other rights or remedies available to Digita SRL, if the Customer fails to pay any undisputed Fees when due, Digita SRL may suspend or limit access to MOSAICO and/or the related services until payment has been received.

Digita SRL may also charge statutory interest for late payment and recover reasonable collection costs, where permitted under applicable law.

7.7 Changes to Fees and Plans

Digita SRL may update its pricing, subscription plans, modules, features or usage limits from time to time. Unless otherwise agreed in an Order Form, changes to Fees for an active subscription shall apply from the next renewal period or billing cycle, subject to reasonable prior notice to the Customer where required by applicable law or contract.

8. Customer Data, Industrial Data and Operational Outputs

8.1 Generally

The Customer may provide, upload, submit, configure, connect or make available to MOSAICO certain data, information, documents and materials, including plant signals, machine data, process data, cycle data, alarm data, event data, production data, energy and fuel data, maintenance information, equipment data, QR code pages, operator notes, reports, feedback, technical documentation and other industrial or operational materials ("Customer Data").

The Customer may receive dashboards, reports, charts, indicators, mobile views, event logs, alarms, notifications, equipment pages, summaries, operator feedback views or other operational results displayed, calculated or made available through MOSAICO ("Operational Outputs").

For clarity, Operational Outputs do not include any component, feature, software, source code, algorithm, architecture, interface, workflow, database structure, connector, API, template, system configuration or other technical element of MOSAICO or of the underlying technologies used to provide the Service.

To the extent permitted by applicable law and subject to these Terms, the Customer retains all ownership rights in its Customer Data and Industrial Data. Digita SRL does not claim ownership of Customer Data.

8.2 Responsibility for Customer Data and Outputs

The Customer is solely responsible for all Customer Data provided, uploaded, connected, submitted, configured or made available through its Customer Account or technical environment, including any data provided by Authorized Users, administrators, employees, contractors, plant systems, sensors, PLCs, databases, equipment, third-party systems or integrations enabled by the Customer.

The Customer represents and warrants that it has and will maintain all rights, licences, permissions, consents, authorizations and legal bases required to provide, connect, process and use Customer Data through MOSAICO and to allow Digita SRL to process such Customer Data for the purpose of providing, maintaining, securing and supporting the Service.

The Customer is solely responsible for:

- (a) the accuracy, quality, legality, completeness, relevance and updating of Customer Data and Industrial Data;
- (b) the configuration and maintenance of integrations, plant connections, data sources, access rights, user permissions, dashboards, reports, notifications, thresholds and governance rules;
- (c) the review, validation, interpretation and use of Operational Outputs;
- (d) evaluating Operational Outputs for accuracy, completeness, reliability, relevance, timeliness, safety, compliance and suitability for the Customer's intended industrial use case;
- (e) ensuring that Operational Outputs are not used in a way that violates applicable law, third-party rights, professional obligations, sector-specific rules, safety requirements, internal procedures, contractual obligations or these Terms.

Customer Technical Information for Mi-BOX Configuration:

Where MOSAICO includes the supply, configuration or deployment of Mi-BOX, the Customer is responsible for providing accurate, complete and up-to-date technical information required for configuration, shipment, installation, testing and operation.

Such information may include, without limitation, IP addresses, subnet, gateway, DNS, proxy settings, internet access details, PLC server connection details, OPC UA server address and port, credentials, certificates, OPC UA documentation, tag lists, variable lists, descriptions, addresses, names and any other technical information necessary to access the agreed plant data and configure the system.

Digita SRL shall not be responsible for delays, malfunction, incorrect data acquisition, failed connections, installation issues, service interruptions or additional costs caused by incomplete, inaccurate, outdated or delayed information provided by the Customer.

8.3 Operational and Safety - Critical Use

MOSAICO is designed to support industrial visibility, monitoring, reporting, collaboration and operational awareness. It does not replace professional judgment, engineering assessment, certified safety systems, mandatory plant controls, regulatory compliance checks, emergency procedures or qualified human supervision.

The Customer and Authorized Users must not rely on MOSAICO as the sole source of truth for safety-critical, emergency, regulatory, environmental, production-stopping, maintenance-critical or legally significant decisions.

The Customer remains responsible for verifying plant data, alarms, events, reports, notifications, KPIs and any other Operational Output before relying on them for operational decisions, safety actions, maintenance interventions, production changes, compliance reporting or communications to third parties.

Where MOSAICO provides notifications, alarms, alerts or event-based attention management, these functionalities are intended to support awareness and prioritization. They do not guarantee detection of every event, alarm, anomaly, failure, safety issue or operational risk.

8.4 AI Digital Operators and Assisted Functionalities

MOSAICO may include or integrate assisted functionalities, AI Digital Operators, intelligent notifications, automated summaries, event interpretation, recommendation support or other automated features.

Such functionalities are intended to support plant teams and operational workflows. They do not replace human review, engineering validation, qualified technical assessment or Customer responsibility for plant operations.

The Customer is responsible for configuring, supervising and validating any assisted or AI-enabled functionality before using it in an operational context.

Digita SRL does not guarantee that any assisted functionality will be error-free, complete, exhaustive, suitable for every industrial context or capable of identifying every relevant operational event.

8.5 Non-Exclusivity

Dashboards, reports, views, templates, indicators, charts, data models, alert structures, workflows, equipment page layouts, notification patterns and other elements made available through MOSAICO may be similar across different customers, especially where they relate to common industrial processes, standard indicators, generic reporting structures or platform templates.

Unless expressly agreed in writing, the Customer does not acquire any exclusive right to generic MOSAICO templates, dashboards, workflows, report formats, data structures, indicators or configurations developed or provided by Digita SRL.

9. Use of Customer Data and Industrial Data

9.1 Providing and Maintaining MOSAICO

The Customer grants Digita SRL a worldwide, non-exclusive, non-transferable, royalty-free and fully paid-up licence, with the right to sublicense to its authorized service providers and subcontractors, to access, host, store, reproduce, process, transmit, display and otherwise use Customer Data and Operational Outputs solely to the extent necessary for the following purposes:

- (a) providing, operating, maintaining, securing and supporting MOSAICO and the related SaaS services;
- (b) configuring, integrating, connecting, indexing, processing and making available Customer Data, Industrial Data, dashboards, reports, mobile views, QR code equipment pages, notifications and operator feedback functionalities;
- (c) generating, displaying, storing and managing Operational Outputs requested or used by the Customer or its Authorized Users;
- (d) debugging, monitoring, testing, assessing, reviewing and correcting the performance, reliability, security and functionality of MOSAICO;
- (e) preventing, detecting, investigating and addressing fraud, abuse, security incidents, unauthorized access, unlawful use or violations of these Terms;
- (f) complying with applicable laws, regulatory obligations, court orders, public authority requests or legal processes;
- (g) performing Digita SRL's obligations under these Terms, any applicable Order Form, data processing agreement or other written agreement between the Parties.

Such licence is granted only for the duration necessary to provide the Service and perform the above purposes, subject to the retention, deletion and confidentiality provisions set out in these Terms, the applicable Order Form and the applicable data protection documentation.

9.2 No Use of Customer Data to train General AI Models by Default

Where MOSAICO includes AI-enabled or assisted functionalities, Digita SRL will not use Customer Data, Industrial Data or Operational Outputs to train, fine-tune or improve general-purpose artificial intelligence models, foundation models or models made available to other customers, unless:

- (a) the Customer has expressly agreed to such use in writing;
- (b) such use is expressly provided for in the applicable Order Form or a separate written agreement;
- (c) the Customer or an Authorized User voluntarily provides Feedback, in which case Section 9.4 shall apply;
- (d) the relevant data has been irreversibly anonymized and aggregated so that it no longer identifies, relates to, or can reasonably be associated with the Customer, its Authorized Users, industrial sites, confidential information, personal data or plant-specific information, where permitted by applicable law and contract; or
- (e) such use is required to comply with applicable law, enforce these Terms, or prevent or address security, abuse, unlawful use or integrity issues.

For clarity, routine processing of Customer Data and Operational Outputs for the purpose of providing, maintaining, securing, supporting, debugging, monitoring or optimizing MOSAICO shall not be considered model training.

9.3 Optimisation of the Customer's Own Service Environment

Subject to the applicable Order Form and the Customer's configuration choices, Digita SRL may use Customer Data and Operational Outputs to optimize, improve, adapt or correct the performance of the specific MOSAICO environment, dashboards, data connections, reports, alerts, mobile views, notifications, equipment pages or workflows deployed for that Customer.

Such optimization is intended to improve the Customer's own use of MOSAICO and does not authorize Digita SRL to use Customer Data or Operational Outputs to train or improve AI models, products or services made available to other customers, except as expressly permitted under these Terms or agreed in writing.

9.4 Feedback

If the Customer or its Authorized Users provide suggestions, comments, ideas, corrections, recommendations, bug reports, improvement requests or other feedback concerning MOSAICO or the related services ("Feedback"), Digita SRL may use such Feedback without restriction or obligation to the Customer, provided that Digita SRL does not disclose Customer Confidential Information or personal data in violation of these Terms or applicable data protection laws.

To the extent Feedback includes Customer Data, personal data or Customer Confidential Information, Digita SRL shall process such information in accordance with these Terms, the applicable data protection documentation and any applicable confidentiality obligations.

9.5 Service Providers and Subcontractors

The Customer acknowledges that Digita SRL may use authorized service providers, hosting providers, infrastructure providers, cloud providers, security providers, analytics providers, payment processors, technical support providers, integration providers and other subcontractors to provide, maintain, secure and support MOSAICO.

Digita SRL may grant such service providers access to Customer Data and Operational Outputs only to the extent necessary for the provision of the Service and subject to appropriate contractual, confidentiality, security and data protection obligations.

Where Customer Data includes personal data, the use of subprocessors shall be governed by the applicable data processing agreement or other data protection documentation entered into between the Parties.

9.6 Aggregated and Anonymised Data

Digita SRL may collect and use aggregated, statistical or anonymized information derived from the use of MOSAICO for the purposes of analysing usage trends, improving service performance, developing security measures, enhancing product functionality, preparing internal reports, benchmarking system reliability and improving Digita SRL's services.

Such aggregated or anonymized information shall not identify the Customer, Authorized Users, individuals, specific industrial sites, plant-specific confidential information, Customer Confidential Information or the specific content of Customer Data.

Digita SRL shall not use aggregated or anonymized data in a manner that would allow the reconstruction, re-identification or disclosure of Customer Data, Industrial Data, personal data or Customer Confidential Information.

10. Materials and Reservation of Rights

10.1 MOSAICO Materials

As between the Customer and Digita SRL, Digita SRL owns and retains all right, title and interest in and to MOSAICO, the Service and all related materials, technologies and components, including, without limitation, the software, source code, object code, user interfaces, designs, layouts, workflows, architectures, databases, APIs, connectors, algorithms, dashboards, mobile applications, QR code systems, report templates, notification systems, data models, documentation, know-how, trade secrets, trademarks, service marks, logos, business names, domain names and all intellectual property rights therein and thereto ("MOSAICO Materials").

10.2 Licence to use MOSAICO

The Customer receives only a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use MOSAICO during the applicable subscription term, solely for its internal business, professional and industrial purposes and in accordance with these Terms, the applicable Order Form and any applicable documentation.

Except for the limited rights expressly granted to the Customer under these Terms, Digita SRL reserves all rights, title and interest in and to the MOSAICO Materials.

Nothing in these Terms shall be construed as transferring to the Customer any ownership right, intellectual property right or other proprietary right in or to MOSAICO, the Service, the MOSAICO Materials or any underlying technology.

10.3 Restrictions

The Customer shall not, and shall not permit any Authorized User or third party to:

- (a) copy, reproduce, modify, adapt, translate, create derivative works of or otherwise exploit MOSAICO or the MOSAICO Materials, except as expressly permitted by these Terms;
- (b) reverse engineer, decompile, disassemble, extract, infer or otherwise attempt to discover the source code, object code, algorithms, architectures, workflows, databases, security mechanisms, connector logic, data models or other technical components of MOSAICO;
- (c) remove, obscure or alter any copyright, trademark, proprietary notice, attribution or branding displayed in or through MOSAICO;
- (d) use MOSAICO or the MOSAICO Materials to develop, train, improve, benchmark or commercialize any competing product, service, industrial digitalization platform, reporting system, monitoring system, mobile application suite or software platform;
- (e) access or use MOSAICO in a manner that exceeds the scope of the licence granted under these Terms, the applicable Order Form or any applicable documentation.

11. Confidentiality

11.1 Definition of Confidential Information

"Confidential Information" means any non-public data, information, document or material disclosed by one Party, or on its behalf, to the other Party, whether in written, oral, electronic, visual or other form, that is marked, designated or otherwise identified as confidential or proprietary, or that, given the nature of the information or the circumstances of disclosure, should reasonably be understood to be confidential.

The Confidential Information of Digita SRL includes, without limitation, MOSAICO Materials, trade secrets, proprietary technology, software, source code, algorithms, architectures, workflows, database structures, connector logic, dashboards, report templates, technical documentation, security information, product roadmaps, performance information, pricing information not publicly available, business information and information concerning beta, preview, pilot or experimental features.

The Confidential Information of the Customer includes, without limitation, Customer Data, Industrial Data, plant data, process data, cycle data, alarms, events, reports, operational history, technical documentation, equipment data, production data, energy and fuel data, business information, commercial information, personal data, Authorized User data and Operational Outputs generated specifically for the Customer through its Customer Account.

11.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) was lawfully known to the Receiving Party before disclosure by the Disclosing Party;
- (b) is or becomes publicly available through no breach of these Terms or other duty owed to the Disclosing Party;

- (c) is lawfully received from a third party without restriction and without breach of any confidentiality obligation;
- (d) is independently developed by the Receiving Party without use of or reliance on the Disclosing Party's Confidential Information;
- (e) is expressly approved for disclosure in writing by the Disclosing Party.

11.3 Confidentiality Obligations

The Party receiving Confidential Information ("Receiving Party") shall:

- (a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms, the applicable Order Form or any other written agreement between the Parties;
- (b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar nature and importance, and in no event less than a reasonable degree of care;
- (c) not disclose the Confidential Information to any third party except as permitted under these Terms or with the prior written consent of the Party disclosing the Confidential Information ("Disclosing Party");
- (d) restrict access to the Confidential Information to its employees, officers, directors, contractors, consultants, professional advisers, service providers and subcontractors who have a legitimate need to know such information for the purposes of these Terms and who are bound by confidentiality obligations no less protective than those set out in this Section;
- (e) promptly notify the Disclosing Party of any unauthorised access, use or disclosure of Confidential Information of which the Receiving Party becomes aware.

11.4 Permitted Disclosures

Digita SRL may disclose Customer Confidential Information to its authorized employees, contractors, service providers, hosting providers, infrastructure providers, payment processors, security providers, technical support providers, legal advisers and other professional advisers, solely to the extent necessary to provide, maintain, secure and support MOSAICO, perform its obligations under these Terms or the applicable Order Form, or comply with applicable legal obligations.

The Receiving Party may disclose Confidential Information where required by applicable law, regulation, court order, public authority request or legal process, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt prior notice of such required disclosure and reasonably cooperates with the Disclosing Party in seeking protective treatment or limiting the scope of disclosure.

11.5 Duration of Confidentiality Obligations

The confidentiality obligations set out in this Section shall remain in force for the duration of the contractual relationship between the Parties and for five (5) years after its termination or expiry.

Confidential Information that constitutes a trade secret shall remain protected for as long as it remains a trade secret under applicable law.

Personal data shall be processed, retained and deleted in accordance with the applicable data protection documentation and applicable data protection laws.

11.6 Return or Deletion of Confidential Information

Upon termination or expiry of the applicable subscription or written request of the Disclosing Party, the Receiving Party shall return or delete the Disclosing Party's Confidential Information in its possession or control, unless retention is required by applicable law, regulatory obligation, accounting obligation, legitimate backup retention policy, dispute management or the performance of surviving contractual obligations.

Any retained Confidential Information shall remain subject to the confidentiality obligations set out in this Section.

12. Acceptable Use Policy and Prohibited Conduct

The Customer and Authorized Users must use the Service lawfully, responsibly and in accordance with these Terms, applicable documentation, usage limits and applicable law.

The Customer and Authorized Users must not:

- (a) use the Service for unlawful, harmful, fraudulent, deceptive, discriminatory, defamatory, infringing or abusive purposes;
- (b) upload malware, malicious code, corrupted files, illegal content or content that violates third-party rights;
- (c) attempt to gain unauthorized access to systems, accounts, data, infrastructure or other customers' environments;
- (d) reverse engineer, decompile, disassemble, scrape, copy, resell, benchmark publicly, bypass security measures or misuse the Service except to the extent such restriction is prohibited by mandatory law;
- (e) use the Service to develop competing products or services without the Owner's prior written authorization;
- (f) attempt to manipulate, override or bypass access controls, safety controls, usage limits, technical restrictions or security measures;
- (g) input special categories of personal data, payment card data, secrets, classified information or highly sensitive personal data unless the applicable Order Form, DPA, security measures and documented instructions expressly permit such processing;
- (h) use the Service in a way that could disrupt, overload, damage or impair the Service or the systems of the Owner or third parties;
- (i) use the Service in a way that creates unacceptable safety, cybersecurity, operational, environmental or regulatory risks for industrial plants, workers, equipment, third parties or the public;
- (j) connect unauthorized systems, devices, data sources, sensors, PLCs, databases or industrial assets to MOSAICO;
- (k) modify, tamper with, relocate, open, damage, alter or interfere with Mi-BOX or any Hardware supplied by Digita SRL, except where expressly authorised in writing or required under the applicable technical documentation;
- (l) disable, bypass, remove or alter security features, VPN configurations, firewall configurations, backup mechanisms, logging systems, remote support settings or other technical safeguards implemented on Mi-BOX;
- (m) connect Mi-BOX to unauthorised networks, unsafe environments, unapproved devices, unsegmented OT networks or systems outside the agreed technical scope;
- (n) use Mi-BOX or MOSAICO to send commands, modify parameters, trigger actions or interact with plant systems outside the agreed configuration, authorisation levels, safety procedures or applicable Order Form;
- (o) use MOSAICO to control plant equipment directly unless such control functionality has been expressly agreed, documented, tested and authorized in writing by Digita SRL and the Customer.

13. Intellectual Property and Licence to Website Content

The Service, software, platform architecture, interfaces, workflows, designs, trademarks, logos, business names, documentation, databases, know-how and related materials are owned by the Owner or its licensors and are protected by intellectual property and unfair competition laws.

Except for Customer Data and unless otherwise expressly stated, the Owner retains all rights, title and interest in and to the Service. No rights are granted except as expressly provided in these Terms or in a written agreement.

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The Creative Commons licence does not apply to the MOSAICO software, SaaS platform, source code, object code, APIs, confidential materials, trademarks, logos, trade names, Customer Data, Industrial Data, non-public documentation, paid features, restricted content or third-party materials unless expressly stated.

Any use of the Owner's trademarks, logos or trade names requires prior written permission, except where strictly necessary for lawful nominative reference.

14. Customer Data Ownership

The Owner does not claim ownership of Customer Data or Industrial Data. As between the Parties, the Customer retains all rights, title and interest in and to Customer Data and Industrial Data.

The Customer grants the Owner a limited, non-exclusive, worldwide, royalty-free licence to host, store, copy, process, transmit, display and otherwise use Customer Data solely to provide, maintain, secure, support and improve the Customer's own Service environment, comply with legal obligations and perform the applicable agreement.

The Owner will not intentionally disclose Customer Data to unrelated customers. Access to Customer Data is subject to the access rights, configuration and instructions applicable to the Customer environment, subject to the exceptions set out in these Terms and applicable law.

15. Privacy and Data Protection

15.1 Compliance with Applicable Data Protection Laws

Each Party shall comply with all applicable privacy, data protection and data security laws and regulations in connection with these Terms and the use or provision of MOSAICO.

For the purposes of these Terms, "Applicable Data Protection Laws" means any applicable national, European Union, state, provincial, federal or other privacy, data protection or data security law or regulation, including, to the extent applicable, Regulation (EU) 2016/679, as amended or supplemented from time to time, and any applicable national implementing laws, supervisory authority guidelines or binding decisions.

The terms "controller", "processor", "data subject", "personal data", "personal data breach", "processing", "subprocessor" and "supervisory authority" shall have the meanings given to them under Applicable Data Protection Laws.

15.2 Digita SRL as Data Controller

Digita SRL may collect and process certain personal data as an independent data controller for its own purposes, including:

- (a) managing business relationships with Customers and prospects;
- (b) creating, administering and managing Customer Accounts and Authorized User access;
- (c) managing contracts, orders, invoicing, accounting, payments and tax obligations;
- (d) providing customer support, technical assistance and service communications;
- (e) managing website forms, demo requests, commercial communications and contact requests;
- (f) ensuring security, fraud prevention, abuse prevention, service integrity and compliance with legal obligations;
- (g) establishing, exercising or defending legal claims.

Personal data processed by Digita SRL as controller may include name, surname, business contact details, username, role, company affiliation, account information, authentication data, support communications and technical logs.

Where Digita SRL acts as an independent data controller, it processes personal data in accordance with its applicable privacy policy, as made available on the MOSAICO website or otherwise communicated to the Customer.

15.3 Digita SRL as Data Processor

Where the Customer uses MOSAICO to upload, configure, submit, store, retrieve, process or generate content containing personal data, including personal data contained in Customer Data, operator feedback, logs, reports, user interactions, documents or Industrial Data, Digita SRL may process such personal data on behalf of the Customer as a data processor.

In such case, the Customer acts as data controller, or as otherwise applicable under Applicable Data Protection Laws, and Digita SRL acts as data processor, unless otherwise expressly agreed in writing.

The processing of personal data by Digita SRL on behalf of the Customer shall be governed by a data processing agreement, data processing addendum or equivalent data protection documentation entered into between the Parties, as made available by Digita SRL or agreed in the applicable Order Form.

15.4 Customer Responsibilities as Controller

Where the Customer acts as data controller, the Customer is responsible for:

- (a) determining the purposes and means of the processing of personal data through MOSAICO;
- (b) ensuring that it has a valid legal basis for the collection, upload, disclosure, processing and use of personal data through MOSAICO;
- (c) providing all required notices and information to data subjects, including employees, contractors, operators, technicians and other Authorized Users;
- (d) obtaining any required consents, authorizations or approvals;
- (e) ensuring the accuracy, relevance, minimization and lawfulness of personal data included in Customer Data and Operational Outputs;
- (f) responding to data subject requests, supervisory authority requests and other legal obligations applicable to the Customer;
- (g) configuring access rights, user permissions, retention settings and governance rules appropriately;
- (h) ensuring that the use of MOSAICO, Customer Data and Operational Outputs complies with Applicable Data Protection Laws, employment rules, sector-specific regulations, cybersecurity requirements and any internal policies applicable to the Customer.

15.5 Processing Instructions

Where Digita SRL acts as data processor, it shall process personal data only on documented instructions from the Customer, including these Terms, the applicable Order Form, the data processing agreement, Customer configurations and lawful instructions provided through the Service, unless required to do otherwise by applicable law.

If Digita SRL believes that an instruction from the Customer infringes Applicable Data Protection Laws, Digita SRL may inform the Customer, suspend the relevant processing or refuse to follow such instruction to the extent permitted or required by applicable law.

15.6 Subprocessors and Third-Party Providers

The Customer acknowledges that Digita SRL may engage subprocessors and third-party providers, including hosting providers, infrastructure providers, cloud service providers, security providers, analytics providers, technical support providers, payment processors, notification service providers, app store providers and other service providers, to provide, maintain, secure and support MOSAICO.

Where such providers process personal data on behalf of the Customer, Digita SRL shall ensure that appropriate contractual obligations are in place in accordance with Applicable Data Protection Laws and the applicable data processing agreement.

The list of subprocessors, if applicable, may be made available by Digita SRL through the MOSAICO website, the data processing agreement, the Order Form or another communication channel designated by Digita SRL.

15.7 International Transfers

Where the provision of MOSAICO involves the transfer of personal data outside the European Economic Area, Switzerland, the United Kingdom or another jurisdiction subject to data transfer restrictions, the Parties shall ensure that appropriate safeguards are implemented as required by Applicable Data Protection Laws, such as adequacy decisions, standard contractual clauses or other lawful transfer mechanisms.

15.8 Security Measures

Digita SRL shall implement appropriate technical and organisational measures designed to protect personal data processed through MOSAICO against unauthorised access, accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, taking into account the nature of the Service, the state of the art, implementation costs, risks to individuals and the categories of personal data processed.

The Customer is responsible for configuring and managing its own access controls, user permissions, authentication settings, internal authorisations, endpoint security, device security, plant network security and organisational measures relating to its use of MOSAICO.

Where MOSAICO is connected to industrial systems, plant data sources, sensors, PLCs, databases, machinery or other Customer systems, the Customer remains responsible for maintaining appropriate technical, organisational, cybersecurity and operational safeguards within its own environment.

Where MOSAICO includes Mi-BOX or other Hardware installed at the Customer's premises, the Customer is responsible for the physical security of such Hardware, the protection of the installation site, the security of local networks, the management of OT/IT segmentation, the protection of credentials and certificates, and the implementation of internal access procedures.

The Customer shall promptly notify Digita SRL of any suspected compromise, unauthorised access, physical damage, theft, tampering, network breach, credential compromise or cybersecurity incident affecting Mi-BOX, the Customer's Local Infrastructure or any system connected to MOSAICO.

15.9 Personal Data Breaches

Where Digita SRL becomes aware of a personal data breach affecting personal data processed on behalf of the Customer, Digita SRL shall notify the Customer without undue delay in accordance with the applicable data processing agreement and Applicable Data Protection Laws.

The Customer is responsible for assessing whether notification to supervisory authorities or data subjects is required, unless otherwise required by Applicable Data Protection Laws.

15.10 Data Subject Requests

Where Digita SRL acts as data processor, Digita SRL shall provide reasonable assistance to the Customer, taking into account the nature of the processing and the information available to Digita SRL, to enable the Customer to respond to data subject requests under Applicable Data Protection Laws.

If Digita SRL receives a request directly from a data subject relating to personal data processed on behalf of the Customer, Digita SRL may redirect the request to the Customer, unless legally required to respond directly.

15.11 Retention and Deletion

Customer Data, Industrial Data, personal data, user account data, logs, reports, alarms, events, notifications, operator feedback, operational history and Operational Outputs shall be retained, returned, deleted or anonymised in accordance with the applicable Order Form, data processing agreement, privacy policy, retention settings, backup policies and applicable law.

The Customer is responsible for exporting any Customer Data, Industrial Data or Operational Outputs it wishes to retain before termination or expiration of the relevant subscription or contractual relationship, where export functionality is available.

15.12 Relationship with Privacy Policy and DPA

These Terms are intended to be read together with Digita SRL's privacy policy and, where applicable, the data processing agreement or data processing addendum entered into between the Parties.

In the event of conflict between this Section 15 and the applicable data processing agreement with respect to the processing of personal data on behalf of the Customer, the data processing agreement shall prevail.

In the event of conflict between these Terms and the privacy policy with respect to Digita SRL's processing of personal data as an independent data controller, the privacy policy shall prevail.

16. Payment Data and Security

Where the Owner processes payment data directly, the Customer must provide accurate and authorised payment information. The Owner may use such data for payment execution, invoicing, accounting, anti-fraud, chargeback management, compliance and legal recordkeeping.

The Owner will implement reasonable technical and organisational security measures appropriate to the nature of the Service and the risks involved. Payment security measures should include appropriate access controls, encryption where suitable, secure storage or tokenisation where applicable, restricted access to payment data, logging, staff confidentiality and compliance with applicable payment security standards where required.

The Customer must not submit payment card data or other payment credentials through ordinary plant notes, operator feedback, reports, support channels, documents, industrial data streams or data connections unless expressly instructed by the Owner through an approved secure process.

17. Third-Party Services and Providers

The Service may rely on third-party providers, hosting providers, cloud infrastructure, data storage, monitoring, analytics, communication tools, security tools, notification services, app stores, integration tools or other services. Such third-party services may be subject to their own terms, policies and technical limitations.

The Owner remains responsible for providing the Service in accordance with the applicable agreement, but is not responsible for third-party outages, changes, defects or limitations outside its reasonable control, except where mandatory law or a written agreement provides otherwise.

The Owner may change third-party providers where necessary for technical, security, operational, legal or business reasons, provided that such change does not materially reduce the agreed level of protection or functionality in breach of the applicable agreement.

18. Industrial Integrations, Service Availability, Maintenance and Changes

MOSAICO may connect to Customer systems, including industrial databases, machines, sensors, PLCs, plant networks, dashboards, reporting systems, QR code systems, mobile devices or other technical environments.

The Customer is responsible for ensuring that any Customer system, industrial asset, network, database, sensor, PLC, equipment or third-party software connected to MOSAICO is lawfully accessible, properly configured, secure, maintained and suitable for such connection.

Unless expressly agreed in writing, Digita SRL is not responsible for the accuracy, reliability, security, calibration, availability or proper functioning of Customer systems, plant equipment, industrial networks, sensors, PLCs, databases or third-party systems connected to MOSAICO.

Where expressly agreed, configured and authorised, MOSAICO may send commands, trigger actions or interact with parts of the Customer's plant systems. Such functionalities may only be used within the technical and contractual limits defined in the applicable Order Form, project documentation or written agreement.

The Customer shall not connect MOSAICO to safety-critical control systems, emergency systems, production control systems or equipment control functionalities, and shall not use MOSAICO to send commands, trigger actions or control parts of the plant, unless such connection or control functionality has been expressly agreed, documented, tested and authorised in writing by Digita SRL and the Customer.

Where MOSAICO is configured to send commands, trigger actions or interact with plant systems, the Customer remains responsible for validating the configuration, defining authorisation levels, maintaining appropriate human supervision, implementing safety procedures, ensuring compliance with applicable industrial and cybersecurity requirements, and verifying that such use is suitable for the relevant plant environment.

The Owner aims to provide a reliable Service but does not guarantee uninterrupted, error-free or continuously available access unless a separate written service level agreement expressly provides otherwise.

The Service may be temporarily unavailable due to maintenance, updates, upgrades, security patches, infrastructure issues, emergency interventions, third-party outages, app store restrictions, force majeure, network problems, industrial connectivity issues or events outside the Owner's reasonable control.

The Owner may modify, update, improve, replace or discontinue features of the Service from time to time. Where a change materially affects paid functionality, the Owner will use reasonable efforts to inform affected Customers in advance, unless urgent security, legal or operational reasons require immediate action.

18.1 Mi-BOX and Hardware Supply

Where provided under the applicable Order Form, Digita SRL may supply, sell, configure or make available Hardware, including Mi-BOX, for installation at the Customer's premises.

Mi-BOX may be supplied as a rack server, workstation server, edge gateway, fanless gateway or other hardware configuration suitable for the contractual functionalities agreed with the Customer.

Unless otherwise agreed in writing, Mi-BOX is supplied preinstalled and preconfigured on the basis of the technical information, network parameters, plant requirements and access details provided by the Customer.

Hardware specifications may vary depending on availability, manufacturer updates, component lifecycle, technical requirements and project needs. Digita SRL shall ensure that the Hardware supplied is appropriately dimensioned for the contractual functionalities agreed with the Customer.

18.2 Installation Site and Customer Responsibilities

The Customer is responsible for preparing the installation site and ensuring that Mi-BOX is installed in a suitable cabinet, rack, room or technical environment, with adequate physical protection, power supply, ventilation, temperature, humidity, network cabling, internet connectivity and environmental conditions.

Where recommended or required by the applicable technical documentation, the Customer shall provide protected power supply, including UPS or equivalent continuity systems.

The Customer shall install, host and maintain Mi-BOX in accordance with the applicable technical documentation, installation requirements and reasonable instructions provided by Digita SRL.

Digita SRL shall not be responsible for failures, interruptions, data loss, hardware damage, degraded performance or service unavailability caused by unsuitable installation conditions, inadequate power supply, electrical surges, environmental conditions, physical damage, improper handling, network misconfiguration, Customer-side infrastructure issues or failure to comply with the applicable technical documentation.

18.3 Internet Connectivity, VPN and Remote Support

The Customer acknowledges that the proper functioning of MOSAICO and Mi-BOX may require stable internet connectivity, outbound connections, VPN access, remote support tools, software updates, backup services and communication with MOSAICO cloud infrastructure.

The Customer is responsible for ensuring that the required network connections, firewall rules, ports, protocols, DNS, proxy settings and security configurations are made available in accordance with the applicable technical documentation or as otherwise agreed between the Parties.

Where remote support is enabled, Digita SRL or its authorised personnel may access Mi-BOX remotely for installation, testing, maintenance, updates, diagnostics, troubleshooting, backup, recovery or support purposes, subject to applicable security measures, authentication requirements and contractual limitations.

The Customer remains responsible for authorising, supervising and managing Remote Access within its own IT/OT policies, cybersecurity procedures and internal approval processes.

Digita SRL shall not be responsible for service unavailability, delayed support, failed updates, failed diagnostics, loss of connectivity or impaired functionality caused by the Customer's failure to provide or maintain the required internet connection, VPN access, firewall configuration, outbound traffic permissions, remote support access or network settings.

18.4 OT Environment and Cybersecurity

The Customer acknowledges that MOSAICO and Mi-BOX may operate within or in connection with Operational Technology environments, where availability, continuity, process integrity, cybersecurity and safety are critical.

The Customer remains responsible for the security, segmentation, governance, monitoring and supervision of its OT and IT environments, including PLCs, SCADA, HMI, sensors, actuators, field networks, safety systems, firewalls, credentials, access policies, endpoint security and internal cybersecurity controls.

Where MOSAICO, Mi-BOX or related components are described as "NIS2 Ready" or as supporting NIS2-oriented configurations, this means that the relevant architecture or configuration may include technical features designed to support cybersecurity, resilience, backup, segregation, monitoring or operational continuity objectives. It does not constitute a legal certification of the Customer's compliance with Directive (EU) 2022/2555, national implementing laws or any other cybersecurity regulation.

The Customer remains solely responsible for assessing and ensuring its own legal and regulatory compliance, including NIS2, cybersecurity, industrial safety, OT governance and sector-specific obligations.

18.5 Backup and Disaster Recovery

Where backup or disaster recovery components are included in the applicable Order Form, technical documentation or Hardware configuration, Digita SRL shall provide the agreed backup or recovery functionalities within the limits of the contracted solution.

The Customer remains responsible for defining its backup policies, retention needs, recovery objectives, internal disaster recovery procedures and business continuity requirements, unless expressly agreed otherwise in writing.

Digita SRL does not guarantee full recovery of data, uninterrupted operation or absence of data loss unless a specific service level, backup commitment or disaster recovery obligation is expressly set out in the applicable Order Form or service level agreement.

18.6 Industry 4.0 / Transition 4.0 and Plant Interconnection

Where the Customer requests MOSAICO to be configured or documented for purposes connected with Industry 4.0, Transition 4.0, tax credits, public incentives or similar legal benefits, the Customer acknowledges that the applicable legal or technical framework may require interconnection with the Customer's production systems, bidirectional data

exchange, remote access, integration with plant systems and the ability to send commands, modify operating parameters, trigger actions or otherwise interact with the state of the plant.

Accordingly, where such configuration is required for the Customer's intended incentive, certification or technical assessment, the Customer expressly authorises Digita SRL, within the limits of the applicable Order Form, technical documentation and agreed configuration, to implement MOSAICO functionalities enabling interaction with the Customer's plant systems, including the ability to send commands, change certain operating states, modify parameters, trigger actions or perform equivalent interactions.

The Customer remains solely responsible for verifying whether the configured system satisfies the applicable Industry 4.0 / Transition 4.0 or similar requirements and for obtaining any required expert assessment, sworn appraisal, certification, tax opinion, accounting treatment or legal validation.

Digita SRL does not guarantee that the Customer will obtain, maintain or be entitled to any tax benefit, public incentive, Industry 4.0 / Transition 4.0 benefit, certification or regulatory advantage.

19. Support

Support requests may be submitted to info@digita.work unless another support channel is specified in the applicable agreement.

The Owner will use reasonable efforts to respond to support requests within commercially reasonable timeframes. Support does not include legal, financial, medical, cybersecurity, engineering, safety, environmental or professional advice, nor does it include Customer-specific plant validation, data cleansing, sensor calibration, regulatory assessment, custom development or industrial control configuration unless expressly agreed in writing.

20. Term, Suspension and Termination

20.1 Term

These Terms shall commence on the earlier of:

- (a) the date on which the Customer first accesses or uses MOSAICO;
- (b) the date on which the Customer accepts these Terms, including by creating a Customer Account, accepting an online order confirmation, signing or accepting an Order Form, or otherwise entering into a written agreement with Digita SRL.

These Terms shall remain in force for the duration specified in the applicable Order Form, subscription plan, quotation, contract or order confirmation, or until terminated in accordance with this Section 20.

Where an Order Form provides for a fixed subscription term, the Customer's right to access and use MOSAICO shall continue for that subscription term, subject to payment of the applicable Fees and compliance with these Terms.

20.2 Termination by the Customer

If there is no active Order Form, subscription plan, quotation, contract or order confirmation in force between the Customer and Digita SRL, the Customer may cease using MOSAICO at any time and may request termination of its Customer Account by contacting Digita SRL at info@digita.work.

Termination by the Customer shall not affect any payment obligations accrued before the effective termination date. Unless otherwise expressly agreed in writing or required by applicable law, the Customer shall not be entitled to any refund, credit or cancellation of prepaid Fees, subscription Fees or other amounts paid or payable under these Terms or any applicable Order Form.

Where an active Order Form, subscription or fixed-term agreement is in force, termination by the Customer shall be governed by the termination provisions set out in the applicable Order Form or written agreement.

20.3 Suspension or Termination by Digita SRL

Digita SRL may suspend, restrict, block or terminate the Customer's access to all or part of MOSAICO, including any Customer Account, administrator account or authorised user account, with immediate effect and without liability, if:

- (a) the Customer or any authorised user breaches these Terms, the applicable Order Form, acceptable use rules, data protection documentation, security requirements or any applicable additional terms;
- (b) the Customer fails to pay any Fees or other amounts when due;
- (c) Digita SRL is required to do so to comply with applicable law, regulation, court order, public authority request or legal process;
- (d) the Customer's or any authorised user's use of MOSAICO creates or is reasonably likely to create a security risk, technical risk, legal risk, regulatory risk, safety risk, operational risk, reputational risk or risk of harm to Digita SRL, MOSAICO, other customers, third parties, individuals, systems, data, infrastructure or industrial environments;
- (e) Digita SRL reasonably suspects unauthorised access, fraudulent use, unlawful use, misuse, abuse, credential compromise, security incident or violation of third-party rights;
- (f) the Customer uses MOSAICO, Customer Data, Industrial Data, plant integrations, reports, notifications, Operational Outputs or command functionalities in a way that may infringe intellectual property rights, confidentiality obligations, data protection laws, professional obligations, sector-specific rules, safety requirements, cybersecurity obligations or applicable laws;
- (g) the Customer connects unauthorised systems, uses MOSAICO outside the agreed technical scope, or uses MOSAICO in a way that may compromise plant security, network security, data integrity, service integrity, worker safety, equipment reliability or industrial operations;
- (h) continued provision of MOSAICO becomes technically, legally or commercially impracticable due to circumstances outside Digita SRL's reasonable control, including the discontinuation, suspension or material change of third-party services, infrastructure providers, hosting services, app store services or technical components necessary for the provision of MOSAICO.

Where reasonably practicable and legally permitted, Digita SRL will provide the Customer with notice of the suspension or termination and, where appropriate, an opportunity to remedy the relevant issue. However, Digita SRL may act immediately without prior notice where necessary to protect the security, integrity, availability or lawful operation of MOSAICO or to comply with applicable law.

The Customer may contact Digita SRL at info@digita.work to request information about, or appeal, a suspension or termination decision.

20.4 Effects of Suspension

During any suspension, the Customer and/or the affected authorised users may be unable to access MOSAICO, Customer Data, Industrial Data, Operational Outputs, dashboards, reports, notifications, logs, account settings, Mobile Applications or related functionalities.

Suspension shall not relieve the Customer from its obligation to pay any Fees or other amounts due, unless otherwise agreed in writing by Digita SRL or required by applicable law.

Digita SRL shall not be liable for any loss, damage, cost or expense arising from a suspension made in accordance with these Terms.

20.5 Effects of Termination or Expiration

Upon termination or expiration of these Terms, the applicable Order Form or the relevant subscription:

- (a) the Customer's and authorised users' right to access and use MOSAICO shall immediately cease;
- (b) the Customer shall stop all use of MOSAICO and any related services;
- (c) all outstanding Fees, unpaid invoices and other charges incurred up to the effective termination or expiration date shall become immediately due and payable;
- (d) Digita SRL may disable or delete the Customer Account and authorised user accounts, subject to any retention period required by applicable law, the applicable Order Form, the data processing agreement or Digita SRL's backup and deletion policies;

(e) the Customer may lose access to Customer Data, Industrial Data, Operational Outputs, dashboards, reports, alarms, events, logs, notifications, configurations and other materials stored in or generated through MOSAICO.

If the Customer wishes to export Customer Data, Industrial Data or Operational Outputs from its Customer Account, the Customer must complete such export before the effective date of termination or expiration, where export functionality is available and subject to the technical features of the applicable subscription plan.

After termination or expiration, Digita SRL shall retain, delete, return or anonymise Customer Data, Industrial Data and personal data in accordance with the applicable Order Form, data processing agreement, privacy documentation, backup retention policies and applicable law.

Effects of Termination on Hardware and Mi-BOX

Upon termination or expiration of the applicable Order Form or contractual relationship, the treatment of Hardware, including Mi-BOX, shall depend on whether the Hardware has been sold, leased, rented, loaned, provided as part of a hardware-enabled service or otherwise made available under the applicable Order Form.

Where Hardware remains owned by Digita SRL or by a third party, the Customer shall return it in good condition, ordinary wear and tear excepted, within the timeframe and according to the procedure communicated by Digita SRL or set out in the applicable Order Form.

Where Hardware has been sold to the Customer, the Customer may retain ownership of the physical Hardware, but the Customer's right to access or use MOSAICO software, cloud services, Mobile Applications, updates, support, VPN connections, remote services or proprietary configurations shall cease upon termination or expiration, unless otherwise agreed in writing.

Digita SRL may disable, remove, deactivate or require deletion of MOSAICO software, credentials, VPN configurations, remote access tools, proprietary components or service configurations from Mi-BOX after termination or expiration, to the extent permitted by applicable law and the applicable Order Form.

The Customer remains responsible for exporting any Customer Data, Industrial Data or Operational Outputs before termination or expiration, where export functionality is available.

20.6 Survival

Upon expiration or termination of these Terms, any provision that by its nature or purpose should survive shall remain in force for the period necessary to achieve its intended purpose.

Without limitation, the following provisions shall survive termination or expiration, to the extent applicable:

- (a) payment obligations accrued before termination or expiration;
- (b) provisions concerning Customer Data, Industrial Data, Operational Outputs, ownership, intellectual property and reservation of rights;
- (c) restrictions on use, licence restrictions and acceptable use obligations;
- (d) confidentiality obligations;
- (e) data protection, retention and deletion obligations;
- (f) disclaimers and operational, safety-related or AI-related limitations, where applicable;
- (g) limitation of liability;
- (h) indemnification;
- (i) effects of termination;
- (j) governing law and jurisdiction;
- (k) audit, records, dispute resolution and general contractual provisions, where applicable.

Termination or expiration shall not affect any rights, remedies, obligations or liabilities accrued before the effective date of termination or expiration.

21. Warranties and Disclaimers

The Service is provided on a professional SaaS basis and, unless expressly agreed otherwise in writing, on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, the Owner disclaims all warranties, representations and conditions not expressly stated in these Terms or in a written agreement, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted availability, accuracy of Operational Outputs and compatibility with the Customer's systems, industrial environment, plant configuration or requirements. The Customer is responsible for assessing whether the Service is suitable for its intended use, industrial sector, risk profile, technical environment, cybersecurity requirements, operational requirements and regulatory obligations. MOSAICO is designed to support industrial digitalisation, monitoring, reporting, operational visibility, data accessibility, mobile access, notifications, operator feedback and, where expressly enabled, interaction with plant systems.

Any Hardware supplied in connection with MOSAICO is subject to the warranty terms set out in the applicable Order Form, manufacturer warranty, technical documentation or mandatory law.

Unless otherwise agreed in writing, Digita SRL does not provide any warranty for defects, failures, interruptions or damage caused by improper installation, unsuitable environmental conditions, inadequate ventilation, power failures, electrical surges, physical damage, misuse, unauthorised modifications, tampering, Customer-side network issues, Customer-side OT/IT systems, third-party software, third-party equipment or failure to follow the applicable technical documentation.

Hardware specifications, models, components and configurations may vary over time depending on availability, manufacturer updates, component lifecycle, technical requirements and project needs. Digita SRL shall ensure that the Hardware supplied is appropriately dimensioned for the contractual functionalities agreed with the Customer.

MOSAICO, Mi-BOX and any related Hardware are not a substitute for certified safety systems, emergency systems, mandatory plant control systems, industrial safety procedures, legal compliance systems or qualified professional, technical, engineering, safety, cybersecurity, tax or regulatory advice, unless expressly agreed in a separate written agreement and within the limits stated therein.

MOSAICO is not a certified safety system, emergency system, environmental compliance system, legal compliance system or substitute for qualified professional, technical, engineering, safety, cybersecurity, tax or regulatory advice, unless expressly agreed in a separate written agreement and within the limits stated therein.

Where MOSAICO includes command, control or plant-interaction functionalities, such functionalities are provided only within the agreed technical scope and do not remove the Customer's responsibility for plant safety, operational validation, human supervision, internal procedures, cybersecurity and compliance with applicable industrial requirements.

Where the Customer intends to use MOSAICO in connection with tax incentives, industrial digitalisation incentives, Industry 4.0 / Transition 4.0 requirements or similar legal benefits, the Customer acknowledges that it remains solely responsible for verifying the applicable legal, technical, accounting and certification requirements.

The Customer further acknowledges that, for certain Industry 4.0 / Transition 4.0 or similar incentive frameworks, it may be necessary for the relevant system to be interconnected with the Customer's production systems and to allow

data exchange, remote interaction, changes to operating parameters, commands or other forms of interaction with the plant, where required by the applicable law, technical assessment or certification process.

Accordingly, where the Customer requests MOSAICO to be configured for purposes connected with Industry 4.0 / Transition 4.0 or similar legal benefits, the Customer accepts that MOSAICO may need to be technically configured to interact with the Customer's plant systems, including by sending commands, changing certain operating states, modifying parameters, triggering actions or otherwise interacting with the industrial environment, within the limits agreed in the applicable Order Form, project documentation or technical documentation.

Digita SRL does not guarantee that the Customer will obtain, maintain or be entitled to any tax benefit, public incentive, Industry 4.0 / Transition 4.0 benefit, certification, accounting treatment or regulatory advantage. Any such assessment remains the responsibility of the Customer and of its qualified advisers, technicians, certifiers, tax consultants or other appointed professionals.

22. General Terms

22.1 Notices

Any notice or other communication required or permitted under these Terms shall be made in writing.

Notices to the Customer may be sent to the email address, billing address, physical address or other contact details provided by the Customer when creating the Customer Account, accepting an Order Form or otherwise entering into a contractual relationship with Digita SRL. Digita SRL may also provide notices through the Customer Account, in-app notifications, Mobile Applications or other reasonable electronic communication methods.

Notices to Digita SRL may be sent by email to info@digita.work or, for formal legal notices where required or appropriate, by certified email (PEC) to pec.digita@legalmail.it, or to the registered office of Digita SRL at Via Verdi 3, 24121 Bergamo, Italy, marked "Attention: Legal".

Notices shall be deemed received:

- (a) if sent by email, when sent, unless the sender receives an automated delivery failure notice;
- (b) if sent through the Customer Account, Mobile Application or in-app notification, when made available to the Customer;
- (c) if sent by PEC, in accordance with the applicable rules governing certified electronic mail;
- (d) if sent by courier or registered mail, upon delivery or attempted delivery at the relevant address.

22.2 Assignment

The Customer may not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms, any applicable Order Form or the contractual relationship with Digita SRL without the prior written consent of Digita SRL.

Digita SRL may assign, transfer, delegate or subcontract these Terms, any applicable Order Form or any of its rights or obligations to an affiliate, successor, purchaser, acquirer or entity involved in a merger, acquisition, corporate reorganisation, transfer of business, sale of assets or similar transaction, without the Customer's prior consent, provided that such assignment does not materially reduce the Customer's rights under these Terms.

Digita SRL may subcontract certain obligations to authorised service providers, infrastructure providers, hosting providers, cloud service providers, payment processors, technical support providers, notification providers, app store providers or other subcontractors. Where Digita SRL subcontracts its obligations, Digita SRL shall remain responsible for the performance of such obligations in accordance with these Terms, except as otherwise provided in an applicable Order Form or required by applicable law.

Any assignment or transfer in breach of this Section shall be null and void.

22.3 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of God, natural disasters, fire, flood, earthquake, epidemic, pandemic, war, terrorism, riots, civil unrest, labour disputes, strikes, governmental actions, embargoes, sanctions, power failures, internet failures, telecommunications failures, cyberattacks, failures of third-party providers, hosting outages, cloud infrastructure outages, app store outages, industrial connectivity failures, network failures, failures of Customer systems or other events that could not reasonably have been prevented.

The affected Party shall use reasonable efforts to mitigate the effects of the force majeure event and resume

performance as soon as reasonably practicable.

Payment obligations for Services already provided shall not be excused by a force majeure event, unless otherwise required by applicable law or expressly agreed in writing.

22.4 Publicity

Neither Party may use the other Party's name, trade name, trademarks, service marks, logos, domain names, branding or other identifying marks in any website, press release, marketing material, case study, social media post, public statement, investor material or customer list without the other Party's prior written approval, including by email.

Notwithstanding the foregoing, Digita SRL may identify the Customer as a customer of MOSAICO only where expressly authorised in the applicable Order Form or by separate written consent.

Any authorised use of names, logos or marks shall comply with the brand guidelines or instructions provided by the relevant Party and shall cease upon written request.

22.5 Independent Contractors

The Parties are independent contractors.

Nothing in these Terms shall be construed as creating any partnership, joint venture, employment relationship, agency, franchise, fiduciary relationship or other similar relationship between the Parties.

Neither Party has the authority to bind the other Party, incur obligations on behalf of the other Party, or make representations or warranties on behalf of the other Party without the other Party's prior written consent.

22.6 No Third-Party Beneficiaries

These Terms are entered into solely between Digita SRL and the Customer.

Except as expressly provided in the Section concerning Mobile Applications with respect to Apple and its subsidiaries, or as otherwise required by applicable law, no third party shall have any right to enforce any provision of these Terms or claim any benefit under them.

Authorised users, end users, employees, contractors, customers, partners, suppliers, plant operators, technicians or other persons accessing MOSAICO through the Customer shall not be considered third-party beneficiaries of these Terms.

22.7 Waiver

No failure or delay by either Party in exercising any right, power or remedy under these Terms shall operate as a waiver of that right, power or remedy.

No waiver of any provision of these Terms shall be effective unless made in writing and signed or otherwise expressly accepted by the Party granting the waiver.

A waiver of any breach or default shall not constitute a waiver of any subsequent breach or default.

22.8 Entire Agreement

These Terms, together with any applicable Order Form, data processing agreement, privacy policy, acceptable use policy, service policy, additional terms, technical documentation, project documentation and any other document expressly incorporated by reference, constitute the entire agreement between Digita SRL and the Customer concerning the Customer's access to and use of MOSAICO.

These Terms supersede all prior or contemporaneous oral or written agreements, proposals, representations, discussions, negotiations, understandings or communications relating to the subject matter of these Terms, unless expressly incorporated into an Order Form or separate written agreement signed or accepted by both Parties.

Any statements, comments, presentations, demos, marketing materials or communications made by Digita SRL's employees, representatives or partners shall not modify these Terms or create binding obligations unless expressly included in a written agreement between the Parties.

22.9 Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court or authority of competent jurisdiction, that provision shall be interpreted, limited, modified or severed to the minimum extent necessary to make it valid, legal and enforceable.

The invalidity, illegality or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

22.10 Governing Law and Jurisdiction

These Terms, any applicable Order Form and any dispute, claim or controversy arising out of or in connection with them, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of Italy, without regard to conflict of law rules.

Unless otherwise expressly agreed in the applicable Order Form or required by mandatory applicable law, the courts of Bergamo, Italy, shall have exclusive jurisdiction over any dispute, claim or controversy arising out of or in connection with these Terms, any applicable Order Form, MOSAICO, the Website, the Mobile Applications or the contractual relationship between the Parties.

The Customer acknowledges that MOSAICO may be made available globally, including through the Website, web application, Apple App Store, Google Play Store and other digital distribution channels. Such global availability shall not, by itself, imply that Digita SRL submits to the jurisdiction of any country other than Italy, unless mandatory applicable law provides otherwise or the Parties expressly agree otherwise in an Order Form.

Where the Customer is established outside Italy, the Customer is responsible for ensuring that its access to and use of MOSAICO, Customer Data, Industrial Data, Operational Outputs, Mobile Applications and related services complies with all laws and regulations applicable in the Customer's jurisdiction.

Nothing in this Section shall prevent either Party from seeking urgent injunctive, interim or protective relief before any competent court where necessary to protect its rights, confidential information, intellectual property, data, systems, infrastructure or business interests.

22.11 Order of Precedence

In the event of conflict between these Terms and any other agreement, policy or document relating to MOSAICO, the following order of precedence shall apply, unless expressly provided otherwise:

- (a) the applicable Order Form or separately signed written agreement;
- (b) the technical documentation, project documentation, integration documentation, Hardware documentation, Mi-BOX specifications or plant-specific documentation, solely with respect to the specific technical scope, Hardware supply, installation requirements, integrations, command functionalities, plant interactions, OT requirements and operational configurations covered by such documentation;
- (c) the data processing agreement or data processing addendum, solely with respect to the processing of personal data on behalf of the Customer;
- (d) any mandatory terms imposed by Apple App Store, Google Play Store or another applicable app store, solely to the extent required for the distribution or use of the relevant Mobile Application;
- (e) any additional terms applicable to a specific feature, integration, beta feature, professional service, module, Hardware component, Mi-BOX configuration, command functionality, plant-interaction functionality or subscription plan, solely with respect to that feature, service or plan;
- (f) these Terms;
- (g) any applicable acceptable use policy, service policy or documentation;
- (h) general information published on the MOSAICO website.

22.12 Support

Digita SRL shall provide support for MOSAICO as described in the applicable Order Form, service documentation, technical documentation or support policy.

Unless otherwise agreed in writing, support is provided through the contact channels designated by Digita SRL, including info@digita.work.

Digita SRL does not guarantee any specific response time, resolution time, service level, availability commitment or support coverage unless expressly set out in an applicable Order Form, service level agreement or support policy. Support does not include legal, financial, tax, accounting, cybersecurity, engineering, safety, environmental or professional advice, nor does it include Customer-specific plant validation, data cleansing, sensor calibration, regulatory assessment, certification for tax incentives, custom development or industrial control configuration unless expressly agreed in writing.

22.13 Export Controls, Sanctions and Trade Compliance

The Customer shall comply with all applicable export control, economic sanctions, anti-boycott and trade compliance laws and regulations, including those of the European Union, Italy, the United States, the United Kingdom, the United Nations and any other jurisdiction applicable to the Customer's use of MOSAICO.

The Customer represents and warrants that:

- (a) neither the Customer nor, to the Customer's knowledge, any of its authorised users, employees, officers, directors or representatives is located in, organised under the laws of, or ordinarily resident in any country, region or territory subject to comprehensive trade sanctions or embargoes applicable to the provision or use of MOSAICO;
- (b) neither the Customer nor, to the Customer's knowledge, any of its authorised users, employees, officers, directors or representatives is listed on any applicable sanctions, denied party, restricted party or blocked persons list maintained by the European Union, Italy, the United States, the United Kingdom, the United Nations or any other competent authority;
- (c) the Customer shall not access, use, export, re-export, transfer, disclose or make available MOSAICO, Operational Outputs, technical data, software, documentation or related services in violation of applicable export control, sanctions or trade compliance laws;
- (d) the Customer shall not permit any third party to access or use MOSAICO or Operational Outputs in violation of such laws;
- (e) the Customer shall obtain and maintain all licences, authorisations, approvals and permits required for its access to and use of MOSAICO, Customer Data, Industrial Data, Operational Outputs and related technical data;
- (f) the Customer shall not upload, submit, process or use Customer Data or Industrial Data that is subject to export control, sanctions, national security, classified information or similar restrictions unless it has obtained all required authorisations and Digita SRL has expressly agreed in writing to such use.

Digita SRL may suspend or terminate the Customer's access to MOSAICO immediately if it reasonably believes that the Customer's use of the Service may violate applicable export control, sanctions or trade compliance laws.

22.14 Mobile Applications

22.14.1 Availability through App Stores

MOSAICO may be made available through mobile applications for iOS and Android devices, including through the Apple App Store and Google Play Store, as well as through other app stores or digital distribution platforms that Digita SRL may use from time to time ("Mobile Applications").

The MOSAICO-related Mobile Applications may include Mi-Report, Mi-Live, Mi-Add, Mi-Core, Mi-Tag, Thunder & Sfera, and any future, updated, renamed or replacement applications forming part of the MOSAICO suite.

The Customer's and authorised users' use of the Mobile Applications is subject to these Terms, the applicable Order Form, any applicable service documentation, and any additional terms and conditions imposed by the relevant app store or platform provider.

22.14.2 App Store Terms

The Customer acknowledges that Apple Inc., Google LLC and/or their affiliates or platform operators are not parties to these Terms and are not responsible for MOSAICO, the Mobile Applications, the Service, Customer Data, Industrial Data, Operational Outputs, support, maintenance, warranties, claims, intellectual property matters or any other obligations of Digita SRL under these Terms.

To the extent the Mobile Applications are downloaded from the Apple App Store, Google Play Store or any similar platform, the Customer and authorised users shall comply with the applicable app store terms, rules, policies and usage requirements.

In the event of conflict between these Terms and the applicable app store terms, the app store terms shall apply solely to the extent required for the use of the Mobile Application through the relevant app store, while these Terms shall continue to govern the contractual relationship between Digita SRL and the Customer.

22.14.3 Licence to Use the Mobile Applications

Subject to the Customer's compliance with these Terms, the applicable Order Form and the applicable app store terms, Digita SRL grants the Customer and its authorised users a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use the Mobile Applications solely to access and use MOSAICO for the Customer's authorised business, professional and industrial purposes.

The Mobile Applications may only be used on compatible devices owned or controlled by the Customer or its authorised users, or otherwise permitted under the applicable app store terms.

22.14.4 Updates and Compatibility

Digita SRL may release updates, patches, improvements, bug fixes or new versions of the Mobile Applications from time to time.

The Customer acknowledges that continued use of the Mobile Applications may require installation of updates, use of compatible devices, updated operating systems, internet connectivity and access to third-party app stores or platform services.

Digita SRL does not guarantee that the Mobile Applications will remain compatible with all devices, operating systems, app store requirements, third-party services or platform versions.

22.14.5 Third-Party Platform Limitations

The Customer acknowledges that the availability, installation, updates and operation of the Mobile Applications may depend on third-party platforms, app stores, operating systems, device manufacturers, network providers and other third-party services not controlled by Digita SRL.

Digita SRL shall not be liable for any unavailability, interruption, limitation, removal, suspension, malfunction, compatibility issue or security restriction caused by Apple, Google, any app store operator, device manufacturer, operating system provider, network provider or other third-party platform.

22.14.6 Mobile Data and Device Security

The Customer and authorised users are responsible for maintaining the security of devices used to access MOSAICO through the Mobile Applications, including access credentials, authentication methods, operating system updates, device encryption, malware protection and prevention of unauthorised access.

The Customer is responsible for any mobile network charges, internet access fees, roaming charges or other third-party costs incurred in connection with the use of the Mobile Applications.

22.14.7 Apple-Specific Terms

Where the Mobile Application is downloaded from the Apple App Store, the following additional terms apply to the extent required by Apple's applicable terms and policies:

- (a) these Terms are entered into between Digita SRL and the Customer, and not with Apple;
- (b) Digita SRL, and not Apple, is solely responsible for the Mobile Application and its content, subject to these Terms;
- (c) Apple has no obligation to provide maintenance or support services for the Mobile Application;
- (d) Apple is not responsible for any claims by the Customer, authorised users or third parties relating to the Mobile Application, including product liability claims, regulatory claims, consumer protection claims or intellectual property claims;
- (e) Apple and its subsidiaries are third-party beneficiaries of this Section solely to the extent required by Apple's applicable terms, and Apple shall have the right to enforce this Section against the Customer as a third-party beneficiary.

22.14.8 Google Play-Specific Terms

Where the Mobile Application is downloaded from Google Play Store, the Customer and authorised users shall comply with the applicable Google Play terms and policies.

Google is not responsible for providing support, maintenance, warranties, claims handling or any other contractual obligations relating to MOSAICO or the Mobile Application, except to the extent expressly required by the applicable Google Play terms or mandatory law.

23. Limitation of Liability**23.1 Exclusion of Certain Damages**

To the maximum extent permitted under applicable law, in no event shall either Party, nor its affiliates, subsidiaries, officers, directors, employees, agents, contractors, licensors, service providers or subcontractors, be liable to the other Party for any indirect, incidental, special, consequential, exemplary or punitive damages, including, without limitation, loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation, loss of data, loss of use, business interruption, production interruption, plant downtime, loss of production, loss of industrial availability, loss of energy efficiency, loss of quality, loss of operational continuity, damage to Customer-side systems, procurement of substitute services, costs of recovery, costs of plant stoppage, costs of recalibration, costs of reconfiguration, or costs arising from Customer-side OT/IT failures, whether based on contract, tort, negligence, strict liability or any other legal theory, even if the Party has been advised of the possibility of such damages.

The above exclusion shall not apply to damages arising from a breach of confidentiality obligations, to the extent such exclusion is not permitted under applicable law or would render the confidentiality obligations ineffective.

23.2 Cap on Liability

To the maximum extent permitted under applicable law, except as provided in Section 23.3, each Party's total aggregate liability arising out of or relating to these Terms, any applicable Order Form, the Service, MOSAICO, Customer Data, Industrial Data, Operational Outputs or the contractual relationship between the Parties shall not exceed the total amount of Fees paid by the Customer to Digita SRL under the applicable Order Form or subscription in the twelve (12) months preceding the event giving rise to the claim.

If the Customer has not paid any Fees during such twelve (12) month period, Digita SRL's total aggregate liability shall not exceed one hundred euros (€100.00), to the maximum extent permitted under applicable law.

23.3 Exceptions to the Liability Cap

The limitation of liability set out in Section 23.2 shall not apply to:

- (a) either Party's fraud, wilful misconduct or gross negligence;
- (b) either Party's breach of confidentiality obligations;
- (c) either Party's liability that cannot be excluded or limited under applicable law;
- (d) the Customer's payment obligations under these Terms or any applicable Order Form;
- (e) the Customer's breach of the licence restrictions, acceptable use obligations, use restrictions, security obligations or restrictions relating to MOSAICO Materials;
- (f) the Customer's unauthorised use, disclosure, publication or distribution of MOSAICO, Customer Data, Industrial Data, Operational Outputs or third-party content in violation of these Terms or applicable law;
- (g) the Customer's indemnification obligations under Section 24;
- (h) the Customer's infringement or misappropriation of Digita SRL's intellectual property rights, trade secrets, proprietary technology or MOSAICO Materials;
- (i) the Customer's violation of applicable data protection laws, intellectual property laws, confidentiality obligations, professional obligations, sector-specific regulations, safety rules, cybersecurity requirements, tax incentive requirements, certification requirements, OT/IT security requirements or third-party rights, to the extent such violation arises from Customer Data, Industrial Data, Operational Outputs, Local Infrastructure, Mi-BOX installation, plant integrations, command functionalities, Customer systems or the Customer's use of the Service.

23.4 Independent Allocations of Risk

The limitations and exclusions set out in this Section 23 apply to all claims, whether based on contract, tort, negligence, strict liability, breach of statutory duty, misrepresentation or any other legal theory. Each provision of this Section 23 is intended to apply independently. If any limitation or exclusion is found to be invalid, unenforceable or inapplicable, the remaining limitations and exclusions shall continue to apply to the maximum extent permitted under applicable law.

23.5 Essential Basis of the Agreement

The Parties acknowledge that the limitations and exclusions of liability set out in this Section 23 form an essential basis of the commercial agreement between the Parties and reflect the allocation of risk agreed between them, including the pricing of the Service.

24. Indemnification

24.1 Indemnification by Digita SRL

Subject to Section 24.2, Digita SRL shall indemnify, defend and hold the Customer harmless from and against any liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from a third-party claim to the extent that MOSAICO, as provided by Digita SRL to the Customer under these Terms or the applicable Order Form, infringes such third party's intellectual property rights.

If MOSAICO becomes, or in Digita SRL's reasonable opinion is likely to become, the subject of an infringement claim, Digita SRL may, at its own discretion and expense:

- (a) procure for the Customer the right to continue using MOSAICO;
- (b) modify or replace MOSAICO so that it becomes non-infringing while providing substantially equivalent functionality; or
- (c) suspend or terminate the affected Service or subscription and refund any prepaid Fees covering the unused portion of the affected subscription period, if any.

24.2 Exclusions from Digita SRL's Indemnification Obligations

Digita SRL shall have no obligation under Section 24.1 to the extent that the third-party claim arises from or relates to:

- (a) the combination, integration or use of MOSAICO, Mi-BOX or Hardware with Customer or third-party software, hardware, systems, infrastructure, applications, websites, APIs, connectors, databases, models, documents, data, services, equipment, industrial machines, sensors, PLCs, SCADA, HMI, OPC UA servers, plant systems, OT networks or IT networks not provided by Digita SRL; (b) any modification, configuration, customisation, adaptation, relocation, tampering or alteration of MOSAICO, Mi-BOX, Hardware, the Service, workflows, connectors, integrations, dashboards, reports, command functionalities, plant-interaction functionalities or Operational Outputs by any party other than Digita SRL, or by Digita SRL acting in accordance with the Customer's instructions; (c) Customer Data, Industrial Data, Local Infrastructure, documents, files, reports, logs, datasets, plant data, process data, equipment data, user queries, operator feedback or other materials provided, uploaded, configured or made available by or on behalf of the Customer; (d) Operational Outputs generated from, based on or influenced by Customer Data, Industrial Data, Local Infrastructure, configurations, thresholds, integrations, command functionalities, plant-interaction functionalities or other materials provided, uploaded, configured or made available by or on behalf of the Customer; (e) the Customer's use of MOSAICO, Customer Data, Industrial Data or Operational Outputs in a manner that the Customer knew or reasonably should have known was likely to violate third-party rights, confidentiality obligations, intellectual property rights, data protection laws, sector-specific rules, safety rules, cybersecurity requirements, tax incentive requirements, certification requirements or applicable laws; (f) the Customer's breach of these Terms, the applicable Order Form, the data processing agreement, acceptable use rules or any applicable additional terms; (g) the Customer's failure to comply with applicable laws, regulations, professional obligations, internal policies, authorisations, licences, permits, tax incentive requirements, certification requirements, safety requirements, cybersecurity obligations or third-party contractual obligations; (h) use of MOSAICO after Digita SRL has notified the Customer to stop such use due to an actual or potential infringement claim; (i) use of a version of MOSAICO other than the most recent version made available by Digita SRL, where the claim would have been avoided by using the updated version; (j) third-party services, external platforms, open-source software, third-party content, third-party connectors, app stores, industrial equipment, Customer systems or infrastructure providers not owned or controlled by Digita SRL, except to the extent expressly required by applicable law or agreed in writing.

24.3 Indemnification by the Customer

The Customer shall indemnify, defend and hold harmless Digita SRL, its affiliates, directors, officers, employees, contractors, licensors, service providers and subcontractors from and against any liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, arising from a third-party claim to the extent such claim arises from or relates to:

- (a) the Customer's or its authorised users' use of MOSAICO in violation of these Terms, the applicable Order Form, the data processing agreement, acceptable use rules or any applicable additional terms;
- (b) Customer Data, Industrial Data, documents, files, datasets, reports, feedback, plant data, process data, equipment data, user queries, operator feedback or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (c) any Operational Output generated from, based on or influenced by Customer Data, Industrial Data, configurations, thresholds, integrations, command functionalities, plant-interaction functionalities or other materials provided, uploaded, configured or made available by or on behalf of the Customer;
- (d) the Customer's use, publication, distribution, disclosure, reliance on or making available of any Operational Output to third parties, including employees, contractors, customers, suppliers, authorities, certifiers, consultants, partners or other end users;
- (e) the Customer's use of MOSAICO, Operational Outputs, dashboards, reports, notifications, logs, command functionalities, plant-interaction functionalities or technical documentation for purposes connected with tax incentives, Industry 4.0 / Transition 4.0 benefits, certifications, public incentives, accounting treatment or regulatory declarations;
- (f) the Customer's breach of any representation, warranty or obligation under these Terms or the applicable Order Form;
- (g) the Customer's violation of applicable laws, regulations, data protection laws, intellectual property rights, confidentiality obligations, trade secrets, professional obligations, sector-specific rules, employment rules, safety rules, cybersecurity requirements, environmental rules, tax incentive requirements, certification requirements or third-party contractual obligations;
- (h) any allegation that Customer Data, Industrial Data or other materials provided by or on behalf of the Customer infringe, misappropriate or violate any third-party right;
- (i) the Customer's failure to provide appropriate notices, consents, legal bases, human oversight, review procedures, safety safeguards, cybersecurity safeguards, operational safeguards or certification-related documentation required for its use of MOSAICO;
- (j) unauthorised access to or use of MOSAICO resulting from the Customer's failure to maintain the confidentiality of credentials, configure access controls appropriately, secure its devices, protect its plant network or supervise authorised users, except to the extent caused by Digita SRL's breach of these Terms;
- (k) the Customer's installation, hosting, maintenance, physical protection, network configuration, firewall configuration, internet connectivity, power supply, UPS configuration, environmental conditions, OT/IT segmentation or use of Mi-BOX, Hardware or Local Infrastructure;
- (l) the Customer's use of MOSAICO, Mi-BOX, Hardware, Operational Outputs, dashboards, reports, notifications, logs, command functionalities, plant-interaction functionalities or technical documentation for purposes connected with tax incentives, Industry 4.0 / Transition 4.0 benefits, certifications, public incentives, accounting treatment or regulatory declarations.

24.4 Indemnification Procedure

The indemnification obligations set out in this Section are subject to the indemnified Party:

- (a) providing the indemnifying Party with prompt written notice of the relevant claim, provided that any delay shall relieve the indemnifying Party of its obligations only to the extent it is materially prejudiced by such delay;
- (b) granting the indemnifying Party the right to control and direct the investigation, defence and settlement of the claim, including the authority to select legal counsel;
- (c) providing reasonable cooperation and assistance, including access to relevant information, at the indemnifying Party's expense;
- (d) not admitting liability, making any settlement, compromise or payment, or taking any action that may prejudice the defence of the claim without the indemnifying Party's prior written consent.

The indemnifying Party shall not settle any claim in a manner that requires the indemnified Party to admit liability, pay money, cease business activities, modify its products or services, or take or refrain from taking any action, without the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

24.5 Sole and Exclusive Remedies for IP Claims

The remedies set out in this Section 24 constitute the sole and exclusive remedies of the Customer, and Digita SRL's entire liability, for any third-party claim alleging that MOSAICO, as provided by Digita SRL, infringes or misappropriates third-party intellectual property rights.

Nothing in this Section limits either Party's liability where such limitation is prohibited by applicable law.

25. Communications and Notices

The Owner may communicate with the Customer by email, platform notifications, Mobile Application notifications, invoices, account notices, support messages or other reasonable means.

Notices to the Owner may be sent to info@digita.work or, where legally required, to pec.digita@legalmail.it.

The Customer must keep contact, billing and administrative information up to date. Communications sent to the most recent contact details provided by the Customer will be deemed valid unless the Customer proves that the Owner received updated details before sending the communication.

26. Changes to These Terms and Additional Terms

26.1 Updates to these Terms

Digita SRL may update these Terms, any applicable acceptable use policy, privacy notice, service policy, documentation, additional terms or other contractual terms made available in connection with MOSAICO from time to time.

Updates may be necessary, by way of example, to reflect changes to MOSAICO, new features, new modules, new Mobile Applications, Hardware updates, Mi-BOX configurations, changes to local infrastructure requirements, changes in applicable law, regulatory requirements, cybersecurity requirements, NIS2-related requirements, industrial safety requirements, technical developments, commercial changes, third-party provider requirements, app store requirements or changes to Digita SRL's business operations.

26.2 Customer Notification

Digita SRL will notify the Customer of any material updates to these Terms by email, Customer Account notification, in-app notification, Mobile Application notification or other reasonable communication method.

Non-material updates, clarifications, corrections, formatting changes or updates that do not materially affect the Customer's rights or obligations may be made by posting the updated Terms on the MOSAICO website or otherwise making them available through the Service.

26.3 Effective Date of Updates

Material updates to these Terms shall become effective thirty (30) days after notice is provided to the Customer, unless:

- (a) a shorter period is required by applicable law, regulation, court order, public authority request or urgent security need;
- (b) the update relates to a new feature, beta feature, optional functionality, additional service, module, integration, command functionality or plant-interaction functionality that the Customer chooses to use, in which case the update may apply when the Customer enables or uses such feature or service;
- (c) the Customer expressly accepts the updated Terms earlier, including by signing an Order Form, accepting an online order confirmation, clicking acceptance, continuing to use the Service after notice, or otherwise agreeing in writing.

Non-material updates shall become effective when posted on the MOSAICO website or otherwise made available through the Service, unless otherwise specified.

26.4 Objection to Material Updates

If a material update has a material adverse effect on the Customer's rights or obligations under these Terms, the Customer may object to the update by notifying Digita SRL in writing at info@digita.work within thirty (30) days after Digita SRL provides notice of the material update.

The Customer's objection must describe in reasonable detail the specific update objected to and the material adverse effect alleged by the Customer.

If the Customer validly objects to a material update in accordance with this Section 26.4:

- (a) the Customer shall not use any new features, functionalities, services, modules, integrations, command functionalities, plant-interaction functionalities or optional components introduced after the effective date of the update, unless otherwise agreed in writing;
- (b) the Customer shall remain governed by the version of the Terms in effect immediately before the update until the earlier of:
 - (i) the end of the then-current subscription term or Order Form term; or
 - (ii) twelve (12) months after the Customer provides the objection notice;
- (c) Digita SRL may choose not to renew the affected subscription or Order Form after the end of the then-current term.

26.5 Continued Use

If the Customer does not object to a material update within the thirty (30) day period indicated in Section 26.4, the updated Terms shall be deemed accepted and shall apply to the Customer from the relevant effective date. Continued access to or use of MOSAICO after the effective date of an update constitutes acceptance of the updated Terms, to the extent permitted by applicable law.

26.6 Additional Terms

Certain features, services, subscription plans, beta features, integrations, APIs, connectors, Mobile Applications, Hardware components, Mi-BOX configurations, command functionalities, plant-interaction functionalities, Remote Access tools, backup services, third-party services or professional services may be subject to additional terms, policies, technical documentation, usage limits, data-use conditions or Order Form provisions.

If the Customer uses such features or services, the applicable additional terms shall apply in addition to these Terms.

In the event of conflict between these Terms and an Order Form, the Order Form shall prevail solely with respect to the conflicting provision and solely for the Customer and services covered by that Order Form.

In the event of conflict between these Terms and any additional terms applicable to a specific feature or service, the additional terms shall prevail solely with respect to that specific feature or service, unless otherwise expressly provided.

27. Miscellaneous

The Customer may not assign or transfer its rights or obligations under these Terms without the Owner's prior written consent. The Owner may assign or transfer these Terms in connection with a merger, acquisition, corporate reorganization, sale of assets or transfer of business, subject to applicable law.

If any provision of these Terms is held invalid, unlawful or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be replaced, to the extent possible, by a valid provision that most closely reflects the original economic and legal intent.

Failure or delay by the Owner to enforce any provision does not constitute a waiver of that provision.

These Terms, together with any applicable Order Form, agreement, Privacy Policy, DPA, technical documentation, project documentation and referenced documents, constitute the agreement governing use of the Service to the extent applicable.

28. Contact Information

For questions about these Terms, the Service or support requests, the Customer may contact:

Owner	Digita SRL
Registered office	Via Verdi 3, 24121 Bergamo, Italy
VAT / Tax Code	04334180165
Company ID	IT04334180165
PEC	pec.digita@legalmail.it
Support email	info@digita.work