

GENERAL TERMS AND CONDITIONS OF CONTRACT

This contract (hereinafter referred to as the “Contract”) regulates the relationship between Openapi S.p.A. Unipersonale (hereinafter referred to as “Openapi”) and the natural or legal person (hereinafter referred to as “Client”) who, in the exercise of their commercial, entrepreneurial, or professional activity, requests the provision of services (hereinafter referred to as “Services”) offered on the marketplace <https://openapi.com> (hereinafter referred to as the “Website”) and provided by third parties holding the licenses and authorizations required by current regulations (hereinafter referred to as “Providers”) through Openapi’s *Application Programming Interfaces* (hereinafter referred to as “API”).

1. Terms of Use of the Website

1.1 Openapi grants users the personal, non-exclusive, and non-transferable right to use the Website in compliance with the provisions of this article (hereinafter referred to as “Terms of Use”).

1.2 Use of the Website implies the user’s acceptance of the Terms of Use in effect at the time of browsing, and it is the user’s responsibility to review and verify any changes since their last consultation.

1.3 Users must access and navigate the Website using adequate hardware and software with valid licenses.

1.4 Openapi does not guarantee the proper functioning of the Website or the absence of interruptions or suspensions caused by malfunctions or the need for maintenance and/or restoration, even without prior notice in urgent cases.

1.5 All content on the Website (including, but not limited to: text, graphics, logos, trademarks, interfaces, code, technical documentation) is the property of Openapi and is protected under copyright, industrial property, patent, and trademark laws.

1.6 Users are prohibited from: (i) copying, reproducing, disseminating, or making any unauthorized use of such content; (ii) attempting to access sections of the Website that are restricted or accessible only upon completing the registration process; (iii) testing the vulnerability of the Website by any means; (iv) attempting to access other users' information; (v) using the Website for conducting or facilitating illegal activities and/or disseminating materials contrary to mandatory rules, public order, or morality.

1.7 The user agrees to indemnify and hold Openapi harmless from any harmful consequences, including claims from third parties and/or penalties imposed by competent authorities, resulting from the violation of the Terms of Use.

1.8 Openapi reserves the right to deny users access to the Website if their behavior is deemed non-compliant with the Terms of Use, without the user being entitled to claim any compensation or indemnity.

2. Registration and Activation of the Client Account. Conclusion of the Contract.

2.1 To use the API and Services, the Client must complete the registration and account activation process by following the instructions provided on the Website and submitting the documentation requested by Openapi (hereinafter referred to as “Registration”). By completing the Registration and/or checking the box “I accept the Terms and Conditions,” the Client expresses their intent to conclude the Contract, whose conditions will be considered known, understood, and accepted without reservation by the Client.

2.2 During Registration, the Client must truthfully and completely provide their personal data and any other required information. Unless required by specific legal obligations, Openapi is not obligated to verify the truthfulness and completeness of the information provided by the Client and reserves the right to suspend the

Client's account if disputes arise regarding the authenticity of the personal data or payment information provided, without the Client being entitled to claim any compensation, indemnity, or refund.

2.3 During Registration, the Client must choose and input their credentials (username and password, hereinafter referred to as "Credentials"), which will serve as the validation tool for Website access. For authentication and API usage, a unique identifier string (hereinafter referred to as "API Key") will be generated and assigned to the Client, which will be used to create API tokens.

2.4 The Client agrees to: (i) promptly notify Openapi of any changes to their personal data or payment methods during the term of the Contract; (ii) select Credentials that ensure an adequate level of security; (iii) take all appropriate precautions to keep Credentials and the API Key confidential, assuming full responsibility in the event of their loss, disclosure to third parties, or unauthorized use; (iv) promptly inform Openapi of any unauthorized use of the Credentials and/or API Key or any other security breach, failing which the Client will be liable for any resulting damages, including those suffered by Openapi or claimed by third parties.

2.5 The Client acknowledges and agrees that all operations carried out using the Credentials and associated authentication tools will be attributable to them. The proof of operations associated with the Credentials and API Key will solely consist of the log files stored on Openapi's servers, and the Client waives any right to dispute this evidence.

3. Amendments to the Contract and Privacy Policy

3.1 Openapi reserves the right to periodically modify the terms and conditions of the Contract and the Privacy Policy. Such changes will be visible on the Website and communicated within the developer area.

3.2 Changes to the Contract and/or Privacy Policy will be considered accepted upon the Client performing either of the following actions: (i) checking the "I Accept the Terms and Conditions" box upon accessing the Website; (ii) requesting Services via an API call after notification of the changes and the expiration of a notice period of no less than fifteen (15) days.

3.3 No notice period is required for modifications that stem from the need to comply with legal, regulatory, or judicial measures.

4. Use of Services and API

4.1 Openapi grants the Client a temporary, non-exclusive, and non-transferable right to use the API and access the Services under the terms and conditions set forth in the Contract. Openapi assumes no obligations beyond those expressly stated in the Contract. The Client agrees to comply with all limitations and prohibitions outlined in the Contract and Openapi's Privacy Policy, which the Client must accept to complete the Registration process.

4.2 The provision of Services by Providers occurs upon the Client's request through Openapi API calls. The APIs will receive, process, and validate the request, returning the requested data to the Client's application. The Client must adhere to the maximum number of API calls and any other usage limitations specified on the Website for each Service. Openapi is not liable for unprocessed API calls exceeding the permitted limits.

4.3 The Client declares they are fully aware of the characteristics and functionalities of the API. They confirm possessing the technical knowledge and resources necessary to utilize the Services according to the procedures and protocols developed by Openapi and published on the Website (hereinafter referred to as “Protocols”).

4.4 Openapi reserves the right to continually update the Protocols to ensure alignment with technological advancements, Provider requirements, and the implementation of best practices related to security measures and authentication processes. It is the Client's responsibility to update their technological resources in accordance with the latest version of the technical specifications published on the Website.

4.5 The characteristics, functionalities, timelines, and delivery methods of the Services are described on the Website. The Client declares they have acquired all necessary information to evaluate the alignment of these characteristics and functionalities with their interests and goals. If not satisfied, the Client should refrain from purchasing the Services.

4.6 The Client agrees not to use the API in a way that compromises its functionality. Specifically, the Client must refrain from: (i) violating, disabling, bypassing, or otherwise circumventing security controls or limits related to the number of permitted API calls for each Service; (ii) decompiling, reverse engineering, disassembling, attempting to derive the source code, decrypting, modifying, or duplicating Openapi software, applications, or algorithms.

5. Fees and Payments

5.1 The fee due by the Client for each Service (hereinafter "Price") is displayed on the Website and determined based on the current price list at the time of purchase, including any discounts associated with the Client's selected pricing plan. The non-exclusive right to access Services granted upon payment of the Price is personal and non-transferable to third parties.

5.2 The Client must pay the Price at the time of purchase and in advance of the provision of the Service. Payment is a condition for Openapi to forward the Client's order to the Service Provider for acceptance and processing.

5.3 Even after accepting the Client's request, Openapi reserves the right not to provide the Service in the following cases: (i) the Client fails to meet legal and/or contractual requirements; (ii) the Client has not provided requested documentation; (iii) unforeseen obstacles prevent the full execution of the Contract, including issues attributable to the Service Provider.

5.4 Payments are made using the Client's account credit balance (hereinafter "Plafond"), deducting fees incrementally for each purchase. The Plafond is funded by the Client using payment methods available on the Website. Balances in the Plafond do not accrue interest, and the Client cannot purchase Services if the required fee exceeds the available balance.

5.5 The Plafond represents a purchase commitment. The Client agrees to use it within the Contract's duration. Any unused balance at the end of the Contract will be retained by Openapi following a minimum 30-day prior email notice.

5.6 Openapi issues invoices or equivalent documents per applicable tax regulations. The Client bears all tax obligations associated with purchasing Services.

6. Duration and Termination

6.1 The Contract between Openapi and the Client lasts 12 months from the account activation date. Each additional Plafond deposit renews the Contract term for another 12 months.

6.2 At the end of the Contract term, Openapi will deactivate the Client's account and restrict access to the Services.

6.3 Unless otherwise specified for a particular Service, the Client may request Openapi to recover data and content within three (3) months of the Contract's termination. Recovery is free of charge. After this period, Openapi will delete all Client data, content, and associated information, except for items Openapi is legally required or authorized to retain.

6.4 The Client acknowledges their responsibility to promptly request data recovery per Article 6.3. Failure to do so absolves Openapi of liability for the permanent loss of Client data and/or content.

7. Client Obligations and Restrictions

7.1 The Client cannot transfer the Contract or related rights to third parties, either wholly or in part, without prior consent from Openapi. Unauthorized transfers are invalid.

7.2 The Client must independently procure and maintain adequate hardware, software, and internet connectivity to use the Services. Openapi does not guarantee compatibility between Client equipment and the API or Services.

7.3 Data and information provided by Openapi are for the Client's exclusive use. The Client may not copy, reproduce, or share such data with third parties or use it for purposes other than those specified in the Contract without Openapi's express authorization. To obtain such authorization, the Client must demonstrate compliance with the following: (i) informing their clients that the data provided will be transmitted to third parties for service provision; (ii) implementing a privacy policy consistent with Openapi's standards for confidentiality and security; (iii) adhering to applicable legal requirements to safeguard the confidentiality and security of client data.

7.4 The Client must not: (i) use Openapi's trademarks or other proprietary rights without authorization; (ii) misrepresent themselves as an agent, representative, or affiliate of Openapi; (iii) engage in activities that may cause confusion between Openapi's business and their own; (iv) act in a way that misleads third parties into believing they represent Openapi; (v) use the API or Services to harm Openapi, Providers, or third parties, or to violate intellectual property rights, including copyrights, trademarks, and patents.

7.5 If the Client qualifies as an independent data controller under applicable data protection laws (including GDPR and Italian privacy legislation), they must indemnify Openapi against damages resulting from unlawful data processing. This includes compensating affected individuals or covering fines imposed by relevant authorities.

8. Warranties and Liabilities of Openapi

8.1 The APIs and their technical documentation are provided by Openapi "as is," without any warranty regarding: (i) their operation in relation to the Customer's technological setup and

applications; (ii) their suitability for achieving the specific result sought by the Customer when entering into the Agreement.

8.2 Openapi has no decision-making authority over the organization of Providers. The Customer declares to have carefully evaluated the features, functionalities, and delivery procedures of the Services as reported and described on the Website.

8.3 Openapi reserves the right to modify the features and functionalities of the Services and APIs at any time and at its sole discretion, including changes made by Providers to the Services and/or related delivery processes. Such modifications will be made accessible through appropriate notification on the Website and the corresponding update of the Service descriptions and technical documentation provided therein.

8.4 If the Service involves the provision of data from public sources, Openapi guarantees only that the data provided is updated and consistent with the data available in the public databases and registers used as sources at the extraction date. Openapi shall not be held liable for errors or omissions present in such databases and registers.

8.5 If the Service involves the provision of value-added informational products or products containing evaluations (hereinafter “Informational Products”), including ratings expressed in alphanumeric indicators or summary judgments, Openapi guarantees only the accuracy of the applied algorithms and methodologies. It is understood that: (i) the judgment provided is predictive and purely indicative; (ii) Informational Products cannot serve as the sole evaluation parameter for the Customer; (iii) the Customer cannot rely on the completeness of the information and evaluation elements contained in the Informational Products; (iv) the Customer must supplement and complete the results of the Informational Products with additional evaluation elements obtained independently; (v) the Customer assumes all burdens and responsibilities for initiating, conducting, or terminating legal and economic relationships with the parties to whom the information refers; (vi) any decision made based on the Informational Products is solely at the discretion of the Customer, who releases Openapi from liability for not achieving the goals intended with the Service purchase and/or for any adverse consequences resulting from erroneous evaluation.

8.6 For Services involving the extraction of information and certificates (e.g., DURC, Credit Risk Reports) from INPS and Bank of Italy databases (hereinafter “Entities”), the Customer authorizes Openapi to act on their behalf to submit requests in the manner prescribed by the Entity, providing the authorization and identification documents supplied by the Customer. Specifically, for requests related to social security or pension account statements, the Customer authorizes Openapi to assign the task to a social assistance and patronage institute freely chosen by Openapi (hereinafter “Institute”). The Customer acknowledges and accepts that: (i) if the Service is provided in a drop-shipping mode, the document containing the information, data, and certifications pertaining to the Customer will be transmitted by the Entity and/or Institute directly to the Customer; (ii) if the Customer authorizes Openapi to receive the data and information provided by the Entities, such data and information will retain the confidentiality level recognized by the Entity, will not be disclosed or communicated to third parties, and may only be used by Openapi exclusively in the Customer's interest and for the duration necessary to execute the task, excluding any other purpose.

8.7 In the case outlined in 8.6, Openapi is only responsible for submitting the request to the Entities and delegating the task to the Institute. In the event of unsuccessful request completion and/or non-provision of the Service for any reason, Openapi's liability is limited to refunding the price paid by

the Customer. The Customer shall have no further claims against Openapi for damages or compensation. Openapi is not responsible for the accuracy and truthfulness of the data and information provided by the Entities and/or the Institute.

8.8 Except in cases of intentional misconduct or gross negligence, and unless otherwise stipulated in the Agreement, Openapi is liable for damages incurred by the Customer or caused to third parties due to the use or unavailability of the Services, up to a maximum amount equal to the Price paid by the Customer for the Service. This amount serves as liquidated damages under Article 1382 of the Italian Civil Code, expressly excluding compensation for greater damages. In any case, Openapi is liable only for direct and immediate pecuniary damages resulting from its conduct, excluding damages such as lost profits, loss of business opportunities or clientele, or harm to commercial reputation.

8.9 Openapi and the Provider are not liable for delays, malfunctions, suspensions, and/or interruptions in the request, provision, or use of the Services due to force majeure or actions or events attributable to the Customer or beyond the control of Openapi and/or the Provider (e.g., technological deficiencies on the Customer's side, non-compliance with technical specifications indicated on the Website, improper use of the Services, internet connection interruptions, hardware or software malfunctions on the Customer's side, viruses or errors in files sent by the Customer, inaccuracies or incomplete data provided by the Customer).

9. Special Conditions Regarding Postal Services.

9.1 The terms and conditions outlined in this article apply to the purchase and provision of the postal services listed and described on the Website (hereinafter "Postal Services").

9.2 The Postal Services are provided by Poste Italiane S.p.A. (hereinafter "Poste") through the "Postaonline via host-to-host connection" service, which Openapi accesses on behalf of the Customer, who assumes the corresponding rights and obligations as a result of the mandate with representation granted to Openapi by the Customer with the conclusion of the Contract and the purchase of each Postal Service.

9.3 The Customer acknowledges that, for the purposes of the Contract and the provision of Postal Services, Openapi is not a representative or agent of Poste and does not have the authority to enter into agreements on behalf of and/or for Poste.

9.4 The Postal Services are provided by Poste in accordance with the applicable legislative and regulatory provisions, as well as in compliance with the timeframes and quality objectives specified in the Quality Charter for each Postal Service, published on the website www.poste.it, which the Customer acknowledges having reviewed. The Quality Charter also indicates the terms and procedures for filing complaints in case of service disruptions, as well as the amount of any reimbursement due to the Customer, which the Customer acknowledges as fully satisfactory for any claims, waiving the right to request compensation, indemnity, and/or reimbursement from Openapi.

9.5 The website www.poste.it lists the additional services that the Customer may request from Poste with regard to each Postal Service, including the activation procedures, any costs to be borne by the Customer, and the terms of service provision by Poste; the Customer acknowledges having reviewed this information, releasing Openapi from any related responsibility.

9.6 Except as specifically provided in article 9.10 regarding the "Telegram Online" service, the Postal Services involve the electronic acceptance, printing, and enveloping of documents generated by the Customer in electronic format, followed by shipment and delivery to the recipient designated by the Customer at any valid postal address, both domestic and international. The features, delivery times, and procedure for each Postal Service are provided by Openapi on the Website in accordance with the specifications outlined by Poste, with the Customer responsible for supplementing this information with that provided by Poste on the website www.posta-online.it.

9.7 The Customer acknowledges that the process of providing Postal Services consists of the following main phases, briefly described: validation of the recipients entered by the Customer; sending of the necessary delivery information; pre-confirmation, consisting of accepting the entered data and returning the shipment identifier for confirmation; confirmation of the document's dispatch by the Customer and return of the acceptance number and date by Poste; transformation of the document into paper format and enveloping, with possible inclusion of the return receipt (if required for the specific Postal Service and requested by the Customer according to the procedure indicated on the Website); shipment and delivery to the recipient. Once the shipment is confirmed, it cannot be canceled or modified.

9.8 The Customer acknowledges that the document generated by them must comply with the format and characteristics specified on the Website, releasing Openapi and Poste from any responsibility in case of non-compliance.

9.9 For the "Registered Mail Online" service, the "Digital Pickup" feature allows the recipient designated by the Customer to retrieve the message content in digital format. If this feature is made available by Poste and is requested by the recipient under the terms and conditions established by Poste, the Customer is informed that: (i) the return receipt, if requested by the Customer, will be provided in digital format; (ii) the delivery is considered executed and perfected for all purposes when the recipient retrieves it in digital form; (iii) the recipient who retrieves the message in digital format will no longer receive it physically nor retrieve it at the post office.

9.10 The "Telegram Online" service involves the electronic acceptance of a text-format record containing all necessary information for delivery to the recipient designated by the Customer at any valid postal address, both domestic and international. In the absence of the recipient and authorized persons to receive the telegram, it will be delivered by being placed in the recipient's mailbox, with confirmation by the postal worker. The Customer is informed that Poste is not responsible for the transmission of the telegram, nor for its non-delivery if the message content is in conflict with applicable criminal law or if the recipient's address is incomplete, particularly in the case of missing postal codes (CAP).

9.11 The Customer acknowledges that Postal Services directed abroad are accepted "at the sender's risk," and that Poste only guarantees service for the national section, releasing the Provider and Openapi from any responsibility for the international section.

9.12 The Customer agrees to: (i) not use the Postal Services to directly or indirectly violate laws, regulations, or public authority provisions; (ii) indemnify and hold Openapi and Poste harmless from any loss, damage, liability, cost, expense, or charge incurred as a result of any act or conduct by the Customer in using the Postal Services and/or in violation of the Contract.

9.13 The Customer is responsible for the completeness, accuracy, and truthfulness of all data provided to Openapi and/or Poste for the activation and use of the Postal Services, as well as the

completeness and accuracy of the recipient data for the messages to be sent. With specific reference to the "Telegram Online" service, the Customer is also required to: (i) compose the telegram using coherent words, no more than 35 (thirty-five) characters. In case of encoded telegrams or words exceeding 35 characters, they must be separated to avoid exceeding the character limit, under penalty of being counted as additional words; (ii) verify the composition of the telegram before confirming the send; (iii) provide the destination postal code for delivery (the use of a generic postal code for cities with diverse areas is not permitted); (iv) provide the sender's address in order to request the delivery receipt and/or to receive information regarding non-delivery.

9.14 Openapi and the Provider do not process the content transmitted by the Customer via the Postal Services and disclaim any responsibility in relation to such content, which remains the sole responsibility of the Customer.

9.15 The Customer authorizes Openapi to store the sent message for 90 (ninety) days and, without prejudice to the Customer's option to purchase digital archiving services offered by Poste, under the terms and conditions established by Poste, acknowledges that after this period, Openapi will delete the message, releasing it from any related responsibility.

10. Special conditions for the Mass Mail service.

10.1 The terms and conditions of this article apply to the purchase and provision of the Mass Mail service indicated and described on the Website (hereinafter "PM Service").

10.2 The PM Service is provided by Postel S.p.A., a company of the Poste Italiane Group (hereinafter "Postel"), through the "Salva e-invia Web" service, which allows the receipt of correspondence in electronic format generated by the Customer, the processing of related data, sorting to printing centers, printing and enveloping the correspondence, preparing and delivering the correspondence to the acceptance points of the postal operator for delivery to the recipients.

10.3 The Customer acknowledges that, for the purposes of the Contract and the execution of the PM Service, Openapi is not a representative or agent of Postel and does not have the authority to enter into agreements on behalf of or for Postel. The characteristics, delivery times, and procedures for using the Service are specified by Openapi on the Website in accordance with the specifications established from time to time by Postel. In any case, it is the Customer's responsibility to integrate this information with that made available by the Provider on the website www.postel.it.

10.4 The PM Service is provided by Postel in compliance with current legislative and regulatory provisions, as well as in accordance with the General Online Sales Conditions available on the website www.postel.it, which the Customer acknowledges having read, particularly regarding Postel's limitations of liability for damages caused to the Customer in the execution of the PM Service and the amount of any compensation/refund/indemnity. The Customer accepts Postel's General Online Sales Conditions, the limitations of liability, and the compensation/refund/indemnity amount set forth in case of service failures or delays in the execution of the PM Service, considering this amount to be fully satisfying of any claim and waiving any request for compensation, indemnity, and/or refund from Openapi.

10.5 The Customer acknowledges that any complaint, dispute, request, claim, and/or assertion regarding delays and/or service failures in the execution of the PM Service must be communicated to Postel and Openapi, under penalty of forfeiture, within 60 (sixty) days from the date when Postel

has performed or should have performed the contested PM Service, following the methods and instructions in the "Modalità per presentare reclami e istanze di conciliazione" (Complaint and Conciliation Procedures) document available on the website www.postel.it, which the Customer acknowledges having read.

10.6 The delivery of the correspondence is carried out through the Postatarget Basic product provided by Poste Italiane S.p.A. also through third parties, in the "No Postage Material" mode. The Customer declares to have read the characteristics and distribution times of this product, as described in the related technical sheet available on the website business.poste.it, and to have evaluated them as suitable to meet their needs, specifically acknowledging that the product does not include the management of undelivered items.

10.7 With the conclusion of the Contract and the purchase of the PM Service, the Customer grants Postel a mandate without representation to entrust Poste Italiane S.p.A., on its own behalf and in the Customer's interest, with the distribution and delivery activity provided by the PM Service. Unless in cases of fraud or gross negligence, the Customer releases Postel and Openapi from any liability for service failures and delays during the distribution and delivery phase.

10.8 The correspondence subject to the PM Service must exclusively include informational, advertising, and promotional communications related to the Customer's business, with identical content, except for any customizations allowed by Postel. The sending of goods intended for sale or items containing any material other than what is expressly permitted is not allowed.

10.9 The Customer is directly and personally responsible for the nature and content of the documents transmitted to Openapi and Postel for the execution of the PM Service, guaranteeing their compliance with laws, regulations, and any other applicable provisions. The Customer acknowledges that the documents for which they request the PM Service must comply with the specifications set by Postel and indicated on the Website, and is responsible for the completeness, correctness, and truthfulness of all data provided. The Customer releases Openapi and Postel from any liability for the failure to provide the PM Service if the documents in question are in violation of applicable laws and/or do not comply with the specifications set by the Provider.

10.10 The Customer undertakes to: (i) not use the PM Service to violate laws, regulations, and public authority provisions directly or indirectly; (ii) indemnify and hold Openapi and Postel harmless from any loss, damage, liability, cost, charge, and expense incurred as a result of any action or fact carried out by the Customer in using the PM Service and/or in violation of the Contract, expressly including violations of copyright, trademark, patent, and unfair competition laws concerning the graphic symbols, trademarks, and names provided by the Customer to Postel and/or Openapi for the provision of the PM Service.

10.11 The Customer authorizes Openapi to store the sent message for a period of 90 (ninety) days and, without prejudice to the Customer's ability to purchase digital archiving services provided by Postel or third parties, under the terms and conditions set by them, acknowledges that after this period, Openapi will delete the message, releasing it from any related responsibility.

11. Special conditions for data supply services.

11.1 The terms and conditions of this article apply to the purchase and provision of data and information extracted from official databases and public registers, having the content and characteristics described on the Website (hereinafter "Data Services").

11.2 The Data Services are provided, in compliance with current legislative and regulatory provisions, by third-party providers (hereinafter "Data Service Providers") holding a prefectural license pursuant to Article 134 of the Consolidated Law on Public Security, registered with the National Association of Commercial Information and Credit Management Companies (A.N.C.I.C.) and adhering to the Code of Conduct for personal data processing for commercial information purposes approved by the Personal Data Protection Authority with provision no. 181/2021.

11.3 The characteristics, delivery times, and procedures for using the Data Services are specified by Openapi on the Website in accordance with the specifications established from time to time by the Data Service Providers. The Customer acknowledges that the delivery times are indicative and that their non-compliance does not constitute a breach of the Contract. The Customer releases Openapi from any liability for errors arising from name similarities or address identities, as well as for any misalignments, inconsistencies, and/or delays attributable to the entities legally responsible for registering/publishing/updating the data.

11.4 The Customer undertakes to: (i) not extract or allow third parties to extract data and information on a large scale; (ii) not use the Data Services to violate laws, regulations, and/or public authority provisions, directly or indirectly; (iii) provide exclusively data that has been lawfully collected and processed for the provision of Data Services; (iv) use the data and information obtained through the Data Services lawfully and correctly, for legitimate and relevant purposes related to the Customer's activity; (v) not use the addresses obtained through the Data Services for sending commercial communications; (vi) not display or produce in court the documents obtained or extracted through the Data Services; (vii) take all precautions to ensure that the data and information provided during the execution of the Data Service are not disclosed to the subjects they refer to; (viii) indemnify and hold Openapi harmless from any loss, damage, liability, cost, charge, and expense incurred as a result of any action or fact carried out by the Customer in using the Data Services and/or in violation of the Contract.

11.5 The Customer acknowledges that any complaint, dispute, request, claim, and/or assertion by the Customer regarding the performance of the Data Services, particularly concerning the inaccuracy of the data provided, is subject to timely notification of the defect/discrepancy within 8 (eight) days of discovery and must be made within 1 (one) year of the execution of the Data Services.

12. Special conditions applicable to digital trust services.

12.1 The terms and conditions of this article apply to the purchase and provision of digital trust services distributed non-exclusively by Openapi, with the content and features described on the Website (hereinafter referred to as "DT Services").

12.2 The DT Services (such as digital signatures, timestamping services, and certified email) are provided by accredited certification authorities pursuant to Article 29 of the Digital Administration Code (Legislative Decree No. 82/2005), acting as qualified trust service providers (hereinafter

"Trust Service Provider" or "TSP") under the eIDAS Regulation (EU) No. 910/2014, and are subject to the supervision of the Agency for Digital Italy (AgID). The TSPs remain the sole holders of intellectual and industrial property rights over the DT Services.

12.3 The Client authorizes Openapi to communicate their personal data to the TSPs for the provision of the DT Services, in compliance with applicable legislative and regulatory provisions.

12.4 Information and instructions regarding the characteristics, functionalities, and technical-operational modes of the DT Services are contained in the operational manuals (hereinafter "Operational Manuals") drawn up by the TSPs in accordance with the applicable current regulations, and can be freely downloaded, in their most updated version, from the TSP's website that provides the specific DT Service purchased by the Client, as indicated on the Website, or from the AgID website (www.agid.gov.it).

12.5 The DT Services are distributed with the characteristics established by the TSPs, without Openapi having the possibility to make modifications or changes to them. The Client declares to have received all information from Openapi regarding access requirements, delivery procedures, features, usage limitations, and any unavailability parameters concerning the DT Service purchased.

12.6 The provision of the DT Services by the TSPs to the Client is governed by the TSPs' sales conditions and the applicable Operational Manuals, which the Client has reviewed and fully accepts upon purchasing the DT Service.

12.7 The Client acknowledges that the Operational Manuals are subject to continuous changes by the TSPs, driven by the need to ensure compliance with evolving regulations. By purchasing the DT Services, the Client undertakes to familiarize themselves with and adapt their behavior to the most updated version of the Operational Manuals and accepts as valid and binding the changes made by the TSPs effective from the date of publication of the updated Operational Manuals on the AgID website.

12.8 Openapi guarantees the correct fulfillment of only preparatory and complementary activities related to the provision of the DT Services to the Client, within the limits specified in the Agreement. The proper provision of the DT Services, in accordance with the applicable sales conditions and the relevant Operational Manuals, remains the exclusive responsibility of the TSPs, and Openapi is only responsible for the harmful consequences suffered by the Client due to actions or omissions directly attributable to it.

12.9 The Client agrees to use the DT Services with fairness and in good faith, in particular by: (i) providing their personal data truthfully and accurately and acting in such a way as not to compromise the Client identification process in any way; (ii) exercising the utmost diligence in using and safeguarding the authentication tools connected to the DT Services, adopting organizational and technical measures to prevent harm to third parties due to the Client's use of the DT Services; (iii) refraining from using the DT Services to store, transmit, publish, and/or share applications or documents that violate the law or the rights of third parties, that contain defamatory/slandering/threatening content, are contrary to public order, contain viruses, or in any way harm the TSPs, Openapi, or third parties in general.

12.10 Except in cases of willful misconduct or gross negligence, the TSPs and Openapi are in no case responsible for: (i) the suitability and correct functioning of the hardware and software used by the Client to access the DT Services; (ii) the consequences of the Client's use of the DT Services

that does not comply with the sales conditions applied by the TSPs and the applicable Operational Manuals; (iii) direct or indirect damages resulting from the loss and/or improper storage and/or improper use by the Client of the identification and authentication tools related to the DT Services.

12.11 The Client declares to be aware and accepts that the misuse of the DT Services may lead to the suspension or interruption of the provision of such services by the TSPs, releasing Openapi from any responsibility in this regard.

13. Special conditions applicable to the telephone messaging service.

13.1 The terms and conditions of this article apply to the purchase and provision of the business SMS/MMS messaging service (hereinafter "Messaging Service") provided by Openapi through its commercial partners, with the content and features described on the Website. The Messaging Service allows the Client to send SMS/MMS messages, either individually or in bulk, for social, informational, or promotional purposes, including through the transmission of an alphanumeric string no longer than 11 characters (hereinafter "Alias") in the field reserved for identifying the calling line.

13.2 An integral part of the agreement is the code of conduct (hereinafter "Code of Conduct") adopted by Openapi based on AGCOM Resolution No. 42/13/CIR to regulate the creation, assignment, and use of Aliases in the business messaging services and to define the rules protecting the rights of the end users receiving the messages (hereinafter "End Users"). The Client agrees to adhere to the provisions of the Code of Conduct in effect at the time of entering into the Agreement, as well as any subsequent updates, for which the Client assumes the responsibility of acquiring knowledge.

13.3 The Client declares to be aware and accepts that they may only use Aliases for which they have legitimate ownership and availability, that the use of an Alias requires communication to Openapi of the necessary information for its initial registration in the AGCOM-managed database, and that Openapi is not responsible for any delays by the Client in transmitting such information.

13.4 The use of generic Aliases, which do not differ significantly from Aliases used by third parties or that do not allow End Users to easily identify the party responsible for the message's content or the good/service it refers to, is prohibited.

13.5 The use of Aliases that refer to public entities and/or institutions is reserved exclusively for such entities and institutions.

13.6 Openapi will notify AGCOM of the cessation of the Client's use of an Alias within 24 hours of receiving the Client's notice or from the cessation of the Agreement's effectiveness for any reason and will keep the messages sent by the Client via the Messaging Service for 2 years.

13.7 When using the Messaging Service, the Client acts as the data controller for the End Users' data and is required to comply with applicable legislative and regulatory provisions, particularly privacy regulations.

13.8 Sending messages to End Users through the Messaging Service requires the Client to obtain the prior, explicit, free, informed, and specific consent of the recipients; therefore, the use of the Messaging Service to send unsolicited advertisements or messages to End Users who have no relationship with the Client and who have not provided appropriate consent according to the current

law is prohibited.

13.9 The Client remains solely responsible for the content of the messages sent via the Messaging Service, and Openapi does not perform any prior or subsequent review in this regard. The use of the Messaging Service for sending messages that: (i) infringe third-party intellectual property rights, even if not claimed in a specific title of protection but otherwise subject to protection under the applicable law, (ii) contain offensive, defamatory, harassing, violent content, or are otherwise contrary to law, public order, or good morals, (iii) attempt to violate the confidentiality of correspondence or are used for other illicit purposes, (iv) employ spam techniques or equivalents, or (v) request calls to special-rate or premium-rate telephone numbers is prohibited.

13.10 Openapi reserves the right to: (i) suspend the Messaging Service and/or refuse to send the Client's messages if it reasonably believes the content is contrary to the Agreement, the Code of Conduct, and/or the law; (ii) transmit to the competent authorities, upon their request for judicial purposes, the tracking data of the Client's messages.

13.11 Openapi does not guarantee the suitability of the Messaging Service for achieving the Client's intended purposes and, except in cases of fraud or gross negligence, is not liable for: (i) lost profits and/or lost business opportunities or any other indirect damages that the Client may suffer in relation to the use of the Messaging Service; (ii) the consequences of delayed or failed message transmission due to malfunctions or interruptions of telecommunication services not caused by Openapi; (iii) any financial losses incurred by the Client in connection with the resale of the Messaging Service to third parties, with the Client remaining solely responsible for the timely and correct fulfillment of its obligations to its clients and any third parties.

13.12 The Client agrees to indemnify and hold Openapi harmless from any and all adverse consequences suffered by Openapi due to sanctions imposed by competent authorities and/or claims made by End Users or third parties concerning: (i) the content of the messages sent by the Client via the Messaging Service; (ii) compliance with privacy regulations, particularly regarding the correctness of procedures for collecting, processing, and storing End Users' data; (iii) the untruthfulness and incompleteness of information provided by the Client for the use of the Messaging Service; (iv) the Client's violation of the provisions of the Agreement, the Code of Conduct, and applicable law.

14. Express termination clause.

14.1 Without prejudice to any further remedies provided by law in the event of non-fulfillment and the right to claim damages resulting therefrom, Openapi may terminate the Contract pursuant to and for the purposes of Article 1456 of the Civil Code in the event of a violation by the Client of any of the obligations, provisions, prohibitions, or limitations set forth in Articles 2.2, 2.4, 4.6, 7.3, 7.4, 9.12, 10.10, 11.4, 12.9, 13.8, and 13.9.

14.2 The termination will be effective by law when Openapi notifies the Client, also via email to the address provided by the Client, its intention to invoke this termination clause.

15. Confidentiality.

15.1 Each Party (hereinafter "Receiving Party") undertakes the obligation to protect and prevent the unauthorized use of the confidential information relating to the other Party (hereinafter "Disclosing Party") which it has come to know in connection with the conclusion or execution of the Contract and/or the provision of the Services. Such information includes, in particular, financial and commercial data, projects, and strategic and/or technical information, even if not described or protected by any title but nevertheless related to the operations of the Disclosing Party, confidential and relevant in relation to competitors (hereinafter "Confidential Information").

15.2 Confidential Information also includes information that, although not expressly marked as confidential, should reasonably be considered as such based on the circumstances.

15.3 Confidential Information does not include information that has become public knowledge through no fault of the Receiving Party or that the Receiving Party knew prior to and/or independently of the Contract, or that the Receiving Party is required to disclose by law or by order of an administrative or judicial authority, within the strict limits of such obligation.

15.4 In particular, the Receiving Party is obligated to: (i) not disclose or publish, in whole or in part, directly or indirectly, the Confidential Information; (ii) not use the Confidential Information for purposes unrelated to the Contract or not expressly authorized by the Disclosing Party, not exploit it or dispose of it personally or through third parties; (iii) adopt any precautionary measures to ensure that the Confidential Information remains confidential, limiting access to it to those authorized to have it and who have committed to respecting the provisions of this article or who are already subject to similar confidentiality obligations due to an employment or consulting relationship with the Receiving Party; (iv) maintain the confidentiality of the Confidential Information even after the termination of the Contract for any reason; (v) not use the Confidential Information in a manner that would harm the Disclosing Party or for activities competing with the Disclosing Party's business; (vi) ensure that third parties involved by the Receiving Party in any way in the execution of the Contract also respect the above commitments, otherwise being liable for any violation in accordance with Article 1381 of the Civil Code.

15.5 The Disclosing Party remains the exclusive owner of its Confidential Information and may freely dispose of it for purposes unrelated to the Contract.

15.6 Except as expressly provided in the Contract, the Disclosing Party does not grant or transfer any rights or licenses to the Receiving Party with regard to the Confidential Information.

16. Final Provisions.

16.1 The terms and conditions of the Contract constitute the entire agreement between the Parties and supersede all prior oral or written agreements between them regarding the same subject matter.

16.2 In the event that one or more provisions of the Contract are annulled or declared void or ineffective, the Parties expressly agree that such invalidity or ineffectiveness shall not affect the remaining provisions, which shall be considered amended in a manner consistent with the law and/or the presumed common intention of the Parties, to the extent and in the manner necessary for them to be considered valid and effective.

16.3 Any tolerance by Openapi of behavior by the Client that violates the Contract or applicable regulations does not constitute a waiver of the rights arising from the violated provisions or of the right to demand strict compliance with all the terms and conditions set out in the Contract.

16.4 No provision of the Contract concerns the transfer to the Client of intellectual and industrial property rights over the APIs and Services owned by Openapi, the Providers, or third parties.

16.5 The Contract does not constitute a third-party contract and does not confer any rights on parties other than the Client in relation to Openapi.

16.6 Openapi and the Client remain fully independent and autonomous entities, with each Party being external to the other's organization and not assuming any power of interference with the other under the Contract.

16.7 The Contract is not intended, and cannot be interpreted, as aimed at establishing a partnership, agency relationship, joint venture, or any similar arrangement between the Parties.

16.8 The Client expressly grants Openapi the right to assign the Contract or the rights arising therefrom to third parties.

16.9 For matters not expressly regulated and/or amended in the Contract, the Parties refer to the applicable laws, including regulations, for each Service and/or its Supplier.

17. Governing Law and Jurisdiction.

17.1 The Contract is governed by Italian law.

17.2 Any dispute relating to the validity, interpretation, execution, or termination of the Contract shall be exclusively subject to the jurisdiction of the Court of Rome.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Client declares that they have carefully read and expressly and specifically approve the following clauses: Article 1.7 (indemnification in case of breach of the Terms of Use), Article 1.8 (Openapi's right to block access to the Website), Article 2.2 (Openapi's right to suspend the account and the Client's related waiver), Article 2.5 (Client's waiver of objections regarding the allocation of transactions), Article 4.2 (Openapi's exemption from liability for API calls exceeding limits), Article 5.3 (Openapi's discretion to not provide the Service), Article 5.5 (Client's forfeiture of the right to use the Balance), Article 6.1 (automatic renewal of the Contract), Article 6.4 (Client's forfeiture regarding data deletion), Article 7.5 (exemption from liability of Openapi in case of unlawful personal data processing by the Client), Article 8.1 (acceptance of the APIs "as they are" and Openapi's exemption from liability), Article 8.3 (Openapi's right to modify the APIs and Services), Article 8.4 (limitation of liability of Openapi regarding public source data), Article 8.5 (limitation of liability of Openapi regarding Informational Products), Article 8.7 (limitation of liability of Openapi regarding extraction of data from INPS and Bank of Italy databases), Article 8.8 (limitation of the compensation owed by Openapi in case of breach), Article 8.9 (exemption of Openapi and the Supplier from liability), Article 9.4 (Client's waiver regarding postal service disruptions), Article 9.5 (Openapi's exemption from liability regarding services provided by Poste), Article 9.8 (Openapi and Poste's exemption from liability for non-compliance of documents generated by the Client), Article 9.11 (Openapi and Poste's exemption from liability for Postal Services directed abroad), Article 9.12 (indemnification of the Client regarding the use of Postal Services), Article 9.15 (Openapi's

exemption from liability regarding document deletion by the Client), Article 10.5 (Client's forfeiture regarding the PM Service), Article 10.7 (Openapi and Postel's exemption from liability for distribution and delivery of the PM Service), Article 10.9 (Openapi and Postel's exemption from liability for technical specification violations in the PM Service by the Client), Article 10.10 (Client's indemnification regarding the use of the PM Service), Article 10.11 (Openapi's exemption from liability regarding document deletion), Article 11.3 (limitation of Openapi's liability regarding delays and errors in Data Services), Article 11.4 (Client's indemnification regarding the use of Data Services), Article 11.5 (Client's forfeiture regarding Data Services), Articles 12.8 and 12.10 (exemption from liability of Openapi and the TSPs regarding the provision of DT Services), Article 12.11 (Openapi's exemption from liability in case of suspension or interruption of DT Services), Article 13.3 (Openapi's exemption from liability for delay in the Messaging Service), Article 13.10 (Openapi's right to suspend the Messaging Service), Article 13.11 (exemption from liability of Openapi regarding the Messaging Service), Article 13.12 (indemnification of the Client regarding the use of the Messaging Service), Article 16.8 (Openapi's right to assign the Contract and rights arising therefrom), and Article 17.2 (exclusive jurisdiction of the Court of Rome).