Accessiway

General Terms and Conditions

Accessiway Services

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Premises:

1. These General Terms and Conditions, together with the Order Form and the Technical Annexes of the Services constitute the entire agreement between the Parties (henceforth also the "Subscription Agreement").
2. The purpose of the Subscription Agreement is to regulate the relationship between Accessiway (the "Company") and the customer.
3. Customers who sign the Subscription Agreement confirm that they have read this document and accept its contents in full.
4. The Subscription Agreement constitutes the integral manifestation of all understandings and agreements between the Parties in relation to the subject matter and constitutes the sole source of rights and obligations between them, superseding and annulling any previous verbal, written and/or concluded agreements by concluding facts.
5. In the event of any discrepancy between the provisions of the various documents making up the Subscription Agreement, the following documents shall prevail in the order indicated:
    a. Order Form;
    b. General Terms and Conditions;
    c. Technical Annexes, referred to in the link indicated in the Order Form.
6. The Technical Annexes shall apply solely and exclusively to the Accessiway Services purchased by the Customer and indicated in the Order Form;
7. Any terms and conditions included in the purchase order by the Customer, other than those stated above, shall be ineffective and shall be considered unenforceable, unless Accessiway expressly agrees to such terms in writing. For the avoidance of doubt, the Customer's terms shall not apply, even if Accessiway executes or fulfils a Customer's order without an express objection to the terms of purchase referred to therein.
8. Any notice to be given under the contract shall be in writing, by registered letter with acknowledgement of receipt, with confirmation of receipt, or by certified e-mail to the address accessiway@pec.net.
9. Any tolerance by either Party of conduct by the other in breach of the provisions

contained in this Subscription Agreement shall not constitute a waiver of the rights arising from the breached provisions, nor of the right to demand the exact fulfilment of all terms and conditions contained herein.

10. The rights and remedies included herein are not exclusive, but are in addition to other rights and remedies available under applicable law.
11. The headings of the individual clauses have been placed for the sole purpose of facilitating the reading of the contract and, therefore, no account is to be taken of them for the purposes of its interpretation.
12. If any provision of the Subscription Agreement is found by a court or other competent authority to be invalid or unenforceable, such provision shall be deemed to be deleted from the Subscription Agreement and the remaining provisions shall remain and continue to remain in full force and effect.
13. The Company reserves the right to unilaterally update and/or amend the Subscription Agreement, including the Privacy Policy. Any such updates and amendments shall be effective immediately and notices thereof shall appear on the website www.accessiway.com and/or be sent to customers' email addresses. If the Customer does not intend to accept such amendments, the Customer may withdraw from the Agreement by giving notice to the Company within 30 (thirty) days from the date of receipt of the relevant communication.

1. DEFINITIONS

1.1. For the purposes of these General Terms and Conditions, the following terms shall, unless expressly stated otherwise, be given the following meanings:

1.1.1. "**Company**" means Accessiway.

1.1.2. "**Customer**": the company signing the "Subscription Agreement".

1.1.3. "**Parties**" means the Company and the Customer jointly;

1.1.4. **"Subscription Agreement"**: is the Agreement between the Parties, consisting of the set of General Terms and Conditions for Accessiway Services, together with the Order Form and the Technical Annexes for the Services and governing the provision of Accessiway Services;

1.1.5. "**Subscription**": is the mode through which the Company offers its

Services;

1.1.6. "**accessWidget software**" or **“accessWidget”**: plug-in software to improve the accessibility of the website for which the Customer has purchased a Licence to use (from now on also "Customer website"), offered under the Accessiway brand name.

1.1.7. "**Accessibility Services**": all other services offered by the Company in order to support the Customer in the process of compliance with regulatory requirements on accessibility.

1.1.8. "**Order Form**" means the document containing the description of the Licence Plan(s) and/or Accessibility Services purchased by the Customer.

1.1.9. "**Fee**": means the cost for the services requested by the Customer in this Order Form.

1.1.10. "**Material**" means any documentation, data, information or any other document provided by Accessiway as part of the Accessibility Services;

1.1.11. "**Users**" means the individuals authorised by the Customer to access or use the Services on the Customer's behalf;

1.1.12. "**Accessiway Platform**" means the proprietary software platform, including its related tools, algorithms and dashboards, made available by Accessiway to deliver the Accessibility Services;

1.1.13. "**Results**" means the reports, analyses and other outputs generated through the Accessiway Platform and made available to the Customer via the dashboard.

2. OBJECT OF THE SUBSCRIPTION AGREEMENT

2.1. The object of the Subscription Agreement is the purchase of the Company's Services, which shall be indicated in the Order Form.

2.2. The Customer acknowledges that the Services are purchased in the form of a Subscription for the duration indicated in the Order Form.

2.3. The Services shall be governed by these General Terms and Conditions and the Technical Annex(es) applicable to the Services indicated in the Order Form

3. DURATION AND FEES

3.1. The initial term of the Subscription Agreement (referred to as the 'Term') is indicated in the Order Form.

3.2. Accessiway shall be entitled to invoice the Fee, in whole or in part, at any time from the signature of this Order Form by the Customer, irrespective of whether, when and to what extent the Services have been activated, delivered or performed.

3.3. The Fee to be paid by the Customer to Accessiway for the Term is set out in the Order Form.

3.4. Once the terms for payment of the Fee have expired, the Customer shall be liable to pay, in addition to the principal, default interest without the need for a notice of default in accordance with the applicable law, without prejudice to the further costs provided for therein and the greater damages.

3.5. The Fee does not include any travel expenses expressly requested by the Customer, which shall be quoted in advance and charged based on actual costs incurred.

3.6. The Customer acknowledges that the digital services sector is subject to rapid technological changes, cost variations and economic fluctuations. Therefore, the Customer accepts that the Fee may, if necessary, be revised and adjusted to reflect such changes. Price revision will be based on the following criteria:

3.6.1. Change in direct costs incurred in the provision of services by Accessiway, including but not limited to software, hardware and personnel costs;

3.6.2. Technological innovations or changes in the methods of delivery of Accessiway services that lead to an improvement in the efficiency or quality of the services;

3.6.3. Significant changes in the economic environment that affect the cost of Accessiway services, such as changes in exchange rates, inflation or changes in legislation.

3.7. Any changes in the Fee shall be notified to the Customer in advance and shall come into effect as from the contractual year following such notification.

3.8. If the Customer does not wish to accept the change in the Fee, Customer may give notice of termination in the form set out in the Order Form.

4. CUSTOMER OBLIGATIONS

4.1. The Customer undertakes to use the Subscription Services in accordance with these General Terms and Conditions and the applicable Technical Annex(es).

4.2. The Customer is obliged to pay the Fee, within the timeframe indicated in the Order Form. In the event of late payment of the Fee, the Company reserves the right to suspend the Subscription at any time.

4.3. With regard to Accessiway Services, the Customer undertakes, for the entire duration of the Subscription Agreement and for the twelve (12) months following its termination or expiration, not to make, directly or through third parties, any form of transfer of employees or permanent collaborators of Accessiway, without the prior written permission of Accessiway. In this regard, the term "transfer of employees or permanent employees" is to be understood as any proposal for employment and/or cooperation in the European Economic Area, even on an occasional basis, which the Customer makes to Accessiway employees, directly or indirectly, through subsidiaries and/or affiliates, or through companies that control Accessiway, or in any other way, and which is carried out for the purpose of:

4.3.1. Employ employees or permanent collaborators of Accessiway to carry out similar activities to those carried out by the employee or collaborator for Accessiway, to the detriment of Accessiway itself; or

4.3.2. Engaging in acts of unfair competition or other conduct contrary to principles of professional fairness and good commercial practice under applicable law

4.4. The cases in which employees or permanent collaborators of Accessiway submit a spontaneous application remain expressly excluded from the scope of application of this Article, provided that such application has not been solicited, encouraged, or otherwise induced, directly or indirectly, by the other Party.

4.5. The Customer, without prejudice to the foregoing, shall indemnify the Company for any sums that the Company itself may incur and/or be required to incur as a result of the Customer's liability, such as, but not limited to, legal fees, commissions and other costs.

4.6. The following types of use or reasonable suspicion of the Customer and/or its Users of the Service(s) and/or the Accessiway Platform shall be considered

unacceptable use. Unauthorized use is considered a material breach of the Acceptable Use provision and the Agreement the Company has with the Customer.

4.7. The Customer agrees not to use the Service(s) or the Accessiway Platform in a manner that involves, transmits or facilitates access to content that:

4.7.1. contain or refer to malicious content (such as viruses, malware or other harmful software);

4.7.2. infringe the rights of third parties (such as Intellectual Property Rights), or are manifestly defamatory, harmful, threatening, abusive, discriminatory, hateful or otherwise objectionable;

4.7.3. inciting or facilitating criminal or fraudulent conduct;

4.7.4. contain hyperlinks, torrents or references with (repositories of) material that infringes intellectual property rights;

4.7.5. contain any form of criminal pornography or are apparently intended to help others find such material;

4.7.6. constitute a violation of the privacy of third parties, including in any case, but not limited to, the processing of personal data of third parties without consent or any other basis;

4.7.7. contain unsolicited, unauthorized or unlawful advertising, promotional materials, spam and junk mail, or;

4.7.8. hinder other customers of the Company or third parties or cause damage to systems of the Company or third parties. The Customer is not permitted to initiate processes or programs that Customer knows or should know are interfering with Company or third parties, or that may cause damage.

5. LIMITATION OF LIABILITY OF THE COMPANY

5.1. Accessiway's total liability to the Customer, in respect of direct and foreseeable damages suffered by the Customer as a result of Company breaking these Terms or failing to use reasonable care and skill, shall in any event be limited to a maximum amount equal to the Fee due and paid by the Customer in the 12 (twelve) months preceding the claim for compensation.

5.2. Where the loss incurred includes a series of related occurrences, they will be

considered by these terms as a single occurrence.

5.3. Accessiway shall in no way be liable for any indirect, consequential or incidental, special, punitive damages, or losses of any kind (profits, revenue, business, contracts, data, etc.) that the Customer or any third party may suffer as a result of the Company's Services.

5.4. Accessiway shall not be liable for any damages or losses whether direct or indirect that Customer may suffer as a result of any virus, Trojan horse or other disabling device that affects services or systems, whether under the Company's control or otherwise, caused by the Customer's failure to adequately protect its system.

5.5. The Parties expressly exclude any rights of third parties who may otherwise be entitled to enforce the terms of the Contract as if they were a party to it.

5.6. Accessiway shall not be liable for any damages resulting from force majeure events or unforeseeable circumstances beyond its will and/or control.

5.7. Where the loss incurred includes a series of related occurrences, they will be considered by these terms as a single occurrence.

5.8. It is understood that the limitations of liability set forth in the preceding clauses shall not apply in cases of willful misconduct or gross negligence.

6. GUARANTEES

6.1. The Company undertakes to perform the services with due care and professionalism appropriate to the nature of the engagement, acting in accordance with principles of fairness and in line with generally recognised industry practices.

6.2. The Customer acknowledges that Accessiway may use, in the provision of accessibility software and services, material licensed under Open Source or other types of free licenses (by way of example but not limited to: WordPress, OpenCart, Wave, etc.). Therefore, the Customer acknowledges that, with regard to these types of material, Accessiway has no liability whatsoever, including for the absence of the aforementioned features or other defects of any kind and in general for any direct or indirect damage detected. The material used is in fact used "as is" (as it is found at the time of use) without any guarantee (implicit or explicit) and without the same being guaranteed to be free of defects (obvious or hidden) or to violate any rights of third parties. The Customer undertakes to

accept and comply with the terms of the aforementioned licences.

6.3. The Customer undertakes to provide Accessiway with all cooperation necessary to enable the proper and timely delivery of the Services, including, by way of example, providing access, information, materials and points of contact. Should Accessiway be unable to deliver the purchased Services, in whole or in part, for reasons attributable to the Customer or otherwise relating to its internal organisation, any Services not used shall be deemed forfeited upon expiry of the relevant contractual year. In such case, the Customer shall remain liable for payment of the full agreed fees and shall not be entitled to any refund, price reduction or carry-over of the unused Services to subsequent contractual years.

7. INTELLECTUAL PROPERTY

7.1. The Client expressly acknowledges and agrees that Accessiway, upon execution of the Subscription Agreement, does not transfer to the Client any intellectual property rights in the Accessibility Widget. The Accessibility Widget is protected by intellectual property rights belonging to Accessiway and/or its licensors. Nothing in this Agreement shall transfer to the Client any rights in such components beyond the license to use expressly granted herein. The Client acquires only the non-exclusive, non-transferable and revocable right to use the Accessibility Widget in accordance with the terms of this Agreement.

7.2. Accessiway grants the Client a limited, non-exclusive and non-transferable license to use the Accessibility Widget solely for the Client's own internal and legitimate business purposes, in accordance with the terms and conditions set forth in this Agreement. Such license does not include the right to perform any of the following actions without the prior written consent of Accessiway: modify, reverse engineer, decompile, create derivative works, distribute, sublicense, rent, sell, lease, transfer or otherwise make the Accessibility Widget available to third parties.

7.3. The Client acknowledges that Accessiway Platform, including its related tools, algorithms, dashboards and any other technological components made available by Accessiway, remain the exclusive property of Accessiway and/or its licensors. The Client is granted a limited, revocable, non-exclusive and non-transferable license to access and consult the Results generated by

Accessiway Platform — meaning the reports, analyses and outputs of accessibility experts' activities made available through the dashboard — solely for the purposes set out in this Agreement. Such Results may not be used for any other purpose, nor for the creation of services or products under the Client's brand.

7.4. The Client undertakes not to disclose, distribute, make available, share or otherwise transfer to third parties the Results and any other content accessible through Accessiway Platform without the prior written consent of Accessiway. This restriction shall not apply to the sharing of the Results with the Client's employees, agencies, developers and other service providers to the extent strictly necessary to review, remediate and improve the digital accessibility of the Client's own digital assets, provided that such recipients are bound by confidentiality obligations no less protective than those herein and the Client remains responsible for their compliance with the present Agreement.Any other unauthorized use shall constitute an infringement of the intellectual property rights of Accessiway and/or its licensors.

7.5. In the event of a breach by the Client of the intellectual property provisions set out in this Article, Accessiway reserves the right to claim compensation for any damages suffered as a result of such breach.

7.6. The provisions of this Article shall survive the termination or expiration of this Agreement, for any reason whatsoever.

8. FORCE MAJEURE

8.1. Force majeure is in any case (but not exclusively) understood to mean: malfunctions or failures of internet, data, network, electricity and telecommunication infrastructure and facilities, widespread cyber attacks, cybercrime, network attacks, (D) DoS attacks, power failures, defectiveness of goods or software of which the Customer has prescribed the use to Accessiway, any act of God, lightning or fire, domestic disturbances, government measures, mobilization, war, terrorist attacks, obstruction in transport, strike, lockout, business disruptions, stagnation in supplies, unavailability of one or more staff members (due

to illness, epidemics, pandemics, import and export barriers), or any other event beyond the reasonable control of the affected Party.

8.2. The Party suffering the event of force majeure shall not be deemed to be in breach of this Agreement or otherwise liable to the other Party for any delay in performance or any non-performance of any obligations under this agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event of force majeure. This clause does not extend to the obligation to pay any amounts due and owing.

8.3. If the event of force majeure prevails for a continuous period in excess of one (1) month after the date on which it began, the other Party may give notice to the Party suffering the event of force majeure terminating this agreement. The notice to terminate must specify the termination date, which must not be less than seven (7) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement will terminate on the termination date set out in the notice.

8.4. If a force majeure event occurs, the Party that is prevented from performing its obligations shall notify the other Party thereof within three (3) business days giving all relevant details and shall use its best efforts to remedy the situation immediately.

9. AUTHORISATION TO USE THE BRAND

9.1. The Company shall not use the Customer's trademark and logo.

9.2. Such use shall be permitted solely subject to the Customer's prior express consent, for commercial reference purposes and promotional activities, on a free-of-charge basis, through the communication channels of Accessiway and of the companies belonging to the team.blue group.

10. ASSIGNMENT OF RIGHTS

10.1. The Company reserves the right to assign its rights and obligations under this Subscription Agreement to third parties, subject to the Customer's prior written consent.

11. CONFIDENTIALITY AND PROMOTION

11.1. Each Party shall be bound, even during the course of the relationship, to keep confidential and proprietary information received by it confidential and to maintain it with security measures and care no less stringent than those applied to its own confidential information, ensuring adequate protection against unauthorised disclosure, reproduction or use. Confidential and undisclosed information shall mean that which is expressly marked as such by the Parties or which, because of its nature, is to be regarded as such.

11.2. In no way, therefore, shall each Party be authorised to divulge and/or disclose the other Party's confidential and proprietary information, being bound to the utmost confidentiality and security in the handling of data, information, documents, procedures and/or any other confidential and/or proprietary information pertaining to the other Party's activities or even indirectly connected thereto.

12. DATA PROTECTION

12.1. The Parties acknowledge that the processing of the contact details of their respective points of contact is carried out exclusively for purposes related to the pre-contractual phase, the execution and the performance of this Agreement, with each Party acting as an independent data controller pursuant to Regulation (EU) 2016/679 (“GDPR”).

12.2. In the event of the purchase of 1) the accessWidget service; 2) Accessiway Platform, as defined and more fully described in the Technical Annex(es), the Parties acknowledge that such Service involves the processing of personal data on behalf of the Customer; accordingly, prior to the commencement of the service, the Parties undertake to enter into a specific data processing agreement pursuant to Article 28 GDPR.

12.3. With reference to the purchase of all other Services, each Party shall act as an independent data controller with respect to the processing of personal data, unless the specific project or service entails the processing of personal data on behalf of the Customer. In such case, the Customer undertakes to provide prior notice thereof to the Company, and the Parties shall enter into the relevant data processing agreement pursuant to Article 28 GDPR prior to the

commencement of the relevant activities.

13. ETHIC CODE

13.1. Where the Customer has adopted a Code of Ethics and/or an organisational and compliance model, or any equivalent internal control and risk management framework aimed at preventing corporate misconduct or criminal liability under applicable law, the Company declares that it has taken note thereof, as published on the Customer's institutional website.

13.2. It is in any case understood and agreed between the Parties that the Company operates and acts exclusively in accordance with the Code of Ethics adopted by its parent company (https://i.tb-content.net/cms/f63401/code_of_conduct_team.blue.pdf) and undertakes to comply with the same in the performance of this Agreement, without this implying any obligation to adapt to, apply or comply with the Customer's Code of Ethics and/or Model.

14. PROHIBITED SERVICE

14.1. The Services may be subject to export controls of the EU and/or countries in the European Free Trade Association ("EFTA") (collectively "Embargo Imposing Countries" – EIC-). If the Customer or the end client use or access the service in contravention of the rules set forth by the EIC, the Customer shall be solely and exclusively responsible. The Customer undertakes to be fully compliant with the applicable laws, including without limitation the export and import regulations set by EIC.

14.2. The Customer represents and warrants that none of the content or information acquired through the use of the Services will be used for any harmful or illegal purpose, including without limitation, any of the activities, supplies or services listed in the resolutions issued by the EIC, unless expressly authorised for such purposes by a competent governmental authority. Further, the Customer undertakes to make sure that Customer's customers will also undertake abide by the applicable regulations.

14.3. Accessiway may immediately terminate the Agreement by notice in writing, if the Customer or any of its affiliates, employees, contract employees, directors and/or agents breach anyhow their obligation to comply with the re-export

prohibition to the Embargoed Countries, as well as the applicable export control laws of the EIC.

15. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

15.1. This Order Form, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, formation, interpretation, validity, performance or termination, shall be governed by and construed in accordance with the law of the country in which the AccessiWay entity party to this Order Form is established, and shall be subject to the exclusive jurisdiction of the courts indicated below, as follows:

15.1.0. where the AccessiWay entity is established in Italy: Italian law, and the Courts of Turin (Tribunale di Torino);

15.1.1. where the AccessiWay entity is established in France: French law, and the competent courts of Paris;

15.1.2. where the AccessiWay entity is established in Austria: Austrian law, and the competent courts of Vienna;

15.1.3. where the AccessiWay entity is established in Germany: German law, and the competent courts of Berlin.