1. Subject of the Contract

1.1 The Contract governs the relationship between INTRED S.p.A. (hereinafter "INTRED") and the "Customer", the latter being defined as a natural or legal person requesting the activation of the Services in the course of their business, commercial, craft or professional activity, with regard to the supply of the "Services" indicated in the Contract Proposal, as accepted by the Customer.

1.2 The relationship between INTRED and the Customer is governed by the provisions contained in these "General Terms and Conditions", in the "Contract Proposal", in the technical annexes (where provided) and in the Service Charter (together, the "Contract").

1.3 In the event of conflict between the various provisions, the order of precedence shall be as follows: technical annexes, Contract Proposal, General Terms and Conditions of Contract, Service Charter.

1.4 It is understood that any new conditions or additions to the Contract, subsequent to its signing, must be expressly accepted by the Parties.

1.5 Documents containing amendments, deletions or additions by the Customer not agreed with INTRED shall not be considered valid.

1.6 Should the Customer use order confirmations in its own formats, containing terms and conditions defined by the Customer, the latter shall not apply.

2. Conclusion of the Contract

2.1 The request for provision of the Service must be made by a person who has the authority and powers to do so and is at least 18 years of age.

2.2 The completed Contract, preferably signed with a digital signature and accompanied by the identity document of the owner or legal representative, shall constitute a proposal. The Customer is responsible for the completeness and truthfulness of the information provided to Intred, including pursuant to and for the purposes of Presidential Decree No. 445/2000 as amended.

2.3 The Contract shall be deemed concluded when INTRED activates the Services and/or expressly accepts the proposal.

2.4 INTRED reserves the right not to activate the Service requested by the Customer in the following cases: a) if the Customer is or has previously been in default towards INTRED; b) if the Customer has had bills protested or is subject to enforcement proceedings, or is subject to other insolvency proceedings, including controlled administration; c) if, for any technical, organisational or commercial reason, provision of the Services is impossible.

2.5 The Customer declares that they are aware of the content of Articles 98-quaterdecies ("Contract information"), 98-septiesdecies, paragraph 1 ("Maximum duration of contracts and right of withdrawal"), and 98-noviesdecies ("Bundled offers") of the Italian Electronic Communications Code and expressly waives their application. In particular, the Customer agrees to an initial commitment of a duration determined by the Parties and agrees to derogate from the information obligations under Annex B to Resolution 307/23/CONS.

3. Duration and right of withdrawal

3.1 Unless otherwise indicated in the Contract Proposal, the minimum duration of the Contract is 12 (twelve) months from the date of its activation. On its natural expiry, the Contract shall be tacitly renewed from year to year, unless a notice of cancellation is sent by PEC to the address servizio.commerciale@pec.intred.it at least 30 (thirty) days before the expiry of the Contract.

3.2 In the case of offers which include, in addition to the service, the purchase of terminal equipment, INTRED may set instalment periods longer than the duration of the Contract. In such case, in the event of cancellation or withdrawal, INTRED shall agree with the Customer on the methods of payment of the remaining instalments.

3.3 In any case, Customers retain the right to withdraw at any time, giving 30 (thirty) days' notice. The Customer declares that they are aware of the rules applicable in the event of early withdrawal, set out in the following paragraphs. Upon receipt of the notice of withdrawal, sent within the time limits and in the manner described above, the Parties are released from their respective contractual obligations, except for those arising from performance, even partial, including the obligation to return any goods and/or equipment delivered to the Customer.

3.4 In the event of withdrawal before the end of the initial contractual commitment, the Customer shall pay the costs incurred for deactivation indicated at the link https://www.intred.it/en/trasparenza/trasparenza-tariffaria/costi-tecnici, plus any discounts, and, if provided for in the Contract Proposal, an amount equal to 100% of the remaining fees shall be charged in a single payment.

3.5 After the initial contractual commitment, in the event of withdrawal, the provisions of Article 5, paragraph 5, of Annex B to Resolution 307/23/CONS shall apply.

3.6 Where the Contract covers more than one Service, unless otherwise provided and if technically possible, the Customer may withdraw from one or more of them only, with the fee remaining unchanged, as per the signed Contract.

3.7 The Customer's right to withdraw at any time without penalties remains unaffected where it is objectively impossible, in practice and/or for reasons of force majeure, to activate the Service covered by the Contract.

3.8 Should the Customer withdraw early from a service that includes the rental of telephone devices, they shall pay the remaining fees for the rental of the devices. The remaining fees shall be invoiced in a single payment, unless otherwise requested by the Customer and agreed with INTRED.

4. Activation of the Service

4.1 INTRED undertakes to activate the Service within the times indicated in the Contract Proposal. However, this term may be extended by up to a further 60 (sixty) working days in the event of delays due to the use of any third-party network provider, as well as delays in obtaining the permits required for the execution of the works from the competent bodies. Therefore, such delays shall not be attributable to INTRED.

5. Methods of supply and use of the Services

5.1 INTRED supplies the Services to the Customer under the conditions, in the manner, with the characteristics and within the limits provided for in the Contract. In any case, after notifying the Customer, INTRED may use alternative methods of providing the Service to overcome temporary impediments.

5.2 The Customer acknowledges that, in order to access and use the Services, they must strictly comply with the security and access procedures and with the technical instructions given by INTRED.

6. Supply of Voice Services, Ancillary Services and Numbers

6.1 The "Voice Service" is the publicly available telephone Service, or other electronic communications Service, that allows the Customer, directly or indirectly, to make and/or receive voice communications, in the manner, with the technical characteristics and within the limits indicated in the Contract. In any case, INTRED guarantees free access to the single European emergency number "112" and to the other national emergency and public utility numbers through its own geographic numbers. It is also specified that the Voice Service offered with VoIP Technology may not support the Customer's Fax and POS services.

6.2 The Voice Service offered with VoIP Technology requires suitable broadband internet connectivity, a continuous power supply and interoperability of the equipment used by the Customer. The Customer acknowledges that (i) the absence of power supply, (ii) interoperability problems relating to equipment not supplied by INTRED, (iii) the unavailability of a continuous and uninterrupted broadband access service when this is provided by third parties, make it impossible to make and/or receive communications, for reasons not attributable to INTRED. The Customer further acknowledges that (i) the quality of the VoIP Service depends strictly on the bandwidth available at the time of connection to the internet, which may be adversely affected by the factors indicated later in this Contract, which are independent of INTRED; (ii) the VoIP Service is not necessarily a substitute for traditional telephony (PSTN), but rather a value-added application that can be provided precisely over broadband internet access. The Customer shall take care to adopt protection measures for the equipment used to access the Voice Service with VoIP Technology, such as suitably updated "antivirus" and "firewall" software, in order to limit the risk of unlawful use of the Service by third parties.

6.3 In INTRED's systems the geographic number is associated with the domicile declared by the Customer in the Contract. In any case, the geographic number may only be assigned within the geographic area to which the area code belongs, as provided by the laws in force. Therefore, the Customer acknowledges and accepts that any use of the geographic number (including when activated with a VoIP Service or similar) outside the declared domicile cannot guarantee the correct operation of the Emergency Services.

6.4 In order to provide the Voice Service, INTRED shall carry out all the technical and administrative formalities, including with the Customer's previous access operator, required to activate the Service. The commercial and contractual formalities between the Customer and the

previous operator are excluded from this activity and remain the sole responsibility of the Customer.

6.5 The Customer acknowledges that access to all the services provided by other operators may not be guaranteed. Likewise, it will not be possible to guarantee that calls can be made to certain special numbers.

6.6 The Customer also acknowledges and accepts that the deactivation of the Services does not automatically result in the reactivation of the telephony Service with the previous operator or with other operators. Furthermore, the Customer acknowledges and accepts that the activation of the Voice Service, in the manner described above, does not guarantee the operation of any ancillary services provided by third parties whose operation relies on the Customer's telephone line (such as, by way of example, alarms, telecare, cable radio, etc.).

6.7 Furthermore, the Customer acknowledges and accepts that the technical activities required to activate the Service may cause a discontinuity in the Service, normally limited to the day on which INTRED carries out the change.

6.8 Should the Service not be able to be activated with INTRED for technical or organisational reasons, the Customer will be informed by means of a specific notice.

6.9 In the case of a request for the number portability Service, the Customer may exercise the option of keeping the telephone number assigned by another telephone operator.

6.10 In the case of the number portability Service, since the cooperation of both the donor operator and the recipient operator of the original telephone number is required, Intred accepts no liability for delays and/or service disruptions caused by events attributable to or in any case depending on the donor operator, nor for the consequences for the Customer where the secondary numbers communicated by the operator to which the original telephone number is assigned, and present in its databases, do not correspond to the primary number indicated by the Customer when requesting the Service.

6.11 In the event of withdrawal, at the end of the deactivation procedure, the Service managed by INTRED shall cease without the possibility of restoration. In any case, the Customer retains the right to request number portability, both from third-party providers to INTRED and from INTRED to third-party providers, within 60 (sixty) days of the termination of the contract with the losing operator.

6.12 The Customer of the Telephone Service has the right to be included free of charge in public telephone directories. For this purpose, INTRED provides the Customer with a specific form informing them of the responsibilities for providing the service of inclusion, use, modification and deletion of the Customer's personal data included in the Directories, as established by Law. The Directories are produced by third parties and INTRED cannot be held liable for the failure to include and/or the incorrect inclusion of data in the Directories attributable to such third parties or to the Customer.

6.13 INTRED publishes on its website, with a reference in the Service Charter, information on the technical switching procedure, on the procedures adopted to limit service disruptions resulting from the entry of an incorrect migration code, on the procedures adopted in the event of a technical failure (KO), as well as on the compensation in the event of failure to comply with the procedures for switching from one operator to another.

7. Supply of Internet Services

7.1 The Service will allow the Customer to connect to the public electronic communications network Internet through different technologies such as, for example, xDSL, VDSL, FTTH PON, FTTH PTP and FWA. The technology used will be the one specified in the Contract Proposal.

7.2 The Customer acknowledges and accepts that the actual speeds (access and browsing) also depend on technical factors independent of Intred, such as: (i) the conditions of the physical access line; (ii) the capacity of the servers being connected to; (iii) the level of congestion of the internet, (iv) the possible adoption of prioritisation practices, (v) the characteristics of the terminal through which the Customer is connected, (vi) the level of congestion of any internal network of the Customer, and problems relating to its incorrect installation and configuration, if carried out by third parties.

7.3 In the case of connections using FWA technology, the Customer declares that they are aware that the activation of the connectivity and its quality depend on the actual radio coverage and on the level of interference present in the area. It is also specified that, on this technology, Real Time IP services (by way of example and without limitation, videoconferencing – video calls – VoIP) shall be provided on a *best effort* basis.

7.4 For Services offered over FWA technology, the Customer acknowledges that Intred cannot be held liable for temporary or permanent interruptions resulting from weather events, electromagnetic interference or loss of line of sight to the BTS antenna due to the construction, by way of example, of new buildings and/or public and/or private structures and/or other causes that may obstruct the optical line of sight.

7.5 Without prejudice to points 7.3 and 7.4, in the event of serious radio interference that cannot be resolved, Intred undertakes to offer the Customer, if available, an alternative Service based on a connection using another technology.

7.6 In the case of the supply of FTTH connectivity dedicated to the Customer through the preparation of a project, any cancellation of the order by the Customer before activation of the Service shall entail: a) the charging of the one-off cost for activation expenses and design activities indicated in the Contract, if the cancellation request is made within 10 (ten) days of the date of signing of the Contract; b) the charging of the one-off cost for activation expenses and design activities indicated in the Contract plus the fees provided for the Service for the first 6 (six) months, if the cancellation request is made after 10 (ten) days and by the 30th (thirtieth) day from the signing of the Contract; c) the charging of the one-off cost for activation expenses and design activities indicated in the Contract plus the fees provided for the Service for the first 12 (twelve) months, if the cancellation is received from the 31st day and no later than the times provided for in Article 4.1.

8. Cloud Backup

8.1 The Customer shall provide the information on the data to be included in the Cloud Backup Service by completing in full the questionnaire that will be provided to them. It is understood that the Customer is solely responsible for the accuracy of the information entered and undertakes to promptly provide any changes required. INTRED has no obligation to monitor or check the information and data entered.

9. Equipment on free loan and/or rental

9.1 The term “Equipment” means any technical device, including the hardware or software terminal for encoding communications into IP packets and for connecting to the INTRED platform, which is available to INTRED and is granted by it to the Customer on free loan or rental. The Equipment shall be covered by the guarantee provided by the manufacturer of the device. Intred reserves the right to modify or replace, at its own care and expense, the Equipment, or part of it, for the needs of the Service or in order to improve it.

9.2 The guarantee covers manufacturing or material defects under the conditions and within the limits provided by the manufacturer and set out in the relevant guarantee certificate. In any case, the guarantee does not cover any damage caused by the devices or by their incorrect use, and is strictly excluded in the following cases: a) work, repairs or tampering carried out by the Customer or by personnel not authorised by Intred; b) removal or alteration of the identification codes, or their illegibility; c) damage to the devices due to conduct attributable to the Customer or to lack of maintenance; d) defects due to unexpected interruptions in the power supply (including weather events); e) use of the devices not in accordance with the instructions received.

9.3 In the event of malfunctions, the Customer shall promptly notify Intred. The support service shall be provided directly by Intred or by authorised personnel, who shall have discretion to repair or replace the faulty device.

9.4 In the event of damage to devices covered by the guarantee, no cost shall be charged to the Customer; conversely, in the event of damage to devices for which the absence of guarantee coverage has been established, Intred reserves the right to charge the Customer costs equivalent to the value of the device.

9.5 The Equipment and devices granted to the Customer on rental or free loan are and remain the property of Intred. The Customer undertakes to keep them free from seizures, attachments and any prejudicial act or charge, undertaking to compensate for all damage caused by failure to comply with this obligation.

9.6 The Customer undertakes to keep and preserve the devices and accessories with the utmost care and diligence, assuming all risks relating to their wear or deterioration caused by normal use. The Customer also undertakes not to transfer the equipment received to third parties for any reason or cause and not to open, dismantle, remove or tamper with the devices in any way in order to carry out work of any kind on them. In the event of breach of these obligations, the Customer shall compensate INTRED for all damage suffered. The Customer also undertakes to keep, protect and safeguard the parameters communicated by INTRED.

9.7 Upon termination of the Contract, for any reason, the Customer shall promptly return to INTRED the Equipment in their possession at their own expense. Should this not happen, two reminders will be sent to the Customer at least 2 (two) weeks apart. If, after such reminders, the Customer does not return the Equipment, INTRED may charge the Customer the cost of the Equipment.

9.8 The Service is deemed to be provided up to the termination of the line of INTRED or of another operator used by it, where there is no equipment supplied by INTRED in any capacity at the Customer's premises. In the case of rental of the equipment, the Service is deemed to be provided up to the device rented and/or supplied on free loan by INTRED connected to the Customer's local network. Technical support for problems relating to faults in the Customer's LAN is excluded from this Contract.

9.9 The Customer acknowledges that the provision of the Service may be subject to limitations or interruptions in the event of a power failure in the Customer's building and/or within the condominium in which it is located. In such event, the Customer shall not be entitled to any indemnity, compensation or sum of money from INTRED for any reason as a direct or indirect consequence of the failure to use the Service.

9.10 INTRED Services, where provided for and in the absence of duly justified restrictions approved by the Authority, may be offered without devices. In such circumstances, INTRED shall merely provide, in accordance with Resolution 348/18/CONS, the specifications and all the parameters required for the correct configuration of the Service on the device owned by the Customer.

9.11 Without prejudice to the provisions of this article, the Customer assumes sole responsibility in the event of use of network termination or security devices lacking the type approval or authorisation established by the regulations in force, or not compliant with the technical requirements or in any case different from those supplied by INTRED. In the event of improper use of the Services as set out above, INTRED may terminate this Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

9.12 A maintenance service is available for the Cloud PBX Service. This Service does not include: a) the supply of accessory and/or consumable materials, such as, by way of example, the replacement of batteries or cells and the maintenance of devices not supplied by INTRED; b) repairs made necessary by incorrect use of the devices or by work, repairs or tampering carried out by the user or by personnel not authorised by INTRED; c) call-outs for damage caused by the malfunction of electrical protection devices, including earth sockets and devices protecting against atmospheric surges, by the non-compliance of the electrical systems with the regulations in force, by the use of materials not compliant with the instructions given by INTRED, or by circuit or system changes not carried out or agreed with INTRED; c) ancillary works and interventions, including, by way of example, all possible interventions and/or works connected with the electrical system, interventions for the preparation, adaptation and restoration of masonry works, as well as all interventions and/or works for the protection of the devices and systems, even where such interventions and/or works have been expressly requested by INTRED. All interventions and/or works must be carried out in compliance with the regulations in force on health and safety in the workplace.

9.13 Any replaced Devices shall have characteristics and functions similar or equivalent to those originally supplied.

9.14 The Customer undertakes to agree with INTRED the dates on which such work may be carried out.

10. Domain names, Email and Hosting

10.1 Once the payment mandate has been granted, INTRED shall send the request for registration and/or transfer of the domain to the competent Registration Authority, on the basis of the data provided by the Customer, in the chronological order of the requests received. It is understood that INTRED cannot guarantee the successful outcome of the requested operation, nor can it be held liable for failure to assign and/or transfer the domain, except in the case of breaches of the rules and procedures established by the aforementioned Authority committed with wilful misconduct and gross negligence.

10.2 The Customer acknowledges that the domain indicated for registration may not be available, even if it is not included in the databases of the Registration Authorities, and holds INTRED harmless from any claim, recourse or action, including legal action, that may be brought, including by third parties.

10.3 Unless otherwise agreed in writing, the Customer shall be responsible for the periodic verification carried out by the Registration Authority through the sending and receipt of email messages.

10.4 The registration of the domain name entails the inclusion of the Customer's personal data in a publicly accessible register. The Customer may consider themselves the assignee of rights of use of the domain name from the moment such status appears in the database of the competent Authority.

10.5 The Customer shall provide with care and attention the information required to request the Service and check that the data relating to the ownership of the domain have been correctly entered in the authority's database. In the absence of an objection sent to INTRED within 15 days of the assignment of the domain, the data shall be considered correct.

10.6 Should the Customer intend to entrust INTRED with the management of a domain registered by another internet service provider (ISP), they must provide the authorisation code (Authcode) and the mapping between the domain names and the corresponding IP addresses.

10.7 Where requested, INTRED shall carry out the management activities identified in the Contract and in the Service Sheet and shall take care of the renewal and maintenance of the domain.

10.8 Unless otherwise agreed, the Customer shall be responsible for checking the expiry of the domain name registration and for asking INTRED, within the time limits provided, for any cancellation. Otherwise, INTRED shall renew the domain in accordance with the rules and procedures established by the competent authorities. Should the relevant rates change, any higher amounts advanced by INTRED shall be charged to the Customer.

10.9 The Customer is informed that the domain name may be revoked by the competent Authorities of their own motion or following out-of-court procedures and hereby holds INTRED harmless from any claim for damages made on any grounds by third parties.

10.10 With regard to the email service, the Customer acknowledges for all purposes, holding INTRED harmless from any claim for damages, that any suspensions, interruptions or disruptions limited to the Internet Access Service do not affect the use of the email Service, which remains active, as it is accessible from any terminal with an internet connection. The Customer acknowledges that any content filtering services such as, without limitation, antivirus or antispam, being based on heuristic technologies, cannot guarantee full protection against infections or false alarms and are provided on a best-effort basis. Should the Customer not access their mailbox for a period of more than 120 days, INTRED may deactivate that mailbox. In such case, all email messages will be deleted. The Customer acknowledges and accepts that the service requires the correct configuration of the domain and that, in the event of variations or changes due to reconfigurations, the service will not be able to operate correctly.

10.11 With regard to the hosting service, INTRED, where provided for in the Proposal, carries out the operations required to host the Customer's web space on its own server, taking care of the purely technical formalities needed to ensure the visibility of the site on the internet and the operation of the system. The Customer may use the web space provided and upload their own content to it up to the maximum capacity identified in the Contract.

10.12 Unless otherwise agreed, termination of the Contract for any reason shall entail the deletion of the domain. The termination of the domain may entail the permanent deletion of all the data connected to it, including all files stored on the web hosting platforms, mailboxes with the messages they contain, DNS records and anything else activated in relation to the domain.

11. Fault reports, fault repair, changes and configuration of Services, Support

11.1 The Customer shall report by telephone and/or in writing, to the contact details on the website www.intred.it, any malfunctions that totally and/or partially prevent use of the Service.

11.2 INTRED undertakes to examine any functional irregularities of the Services no later than the first non-holiday day following the day on which the report was received, except for particularly complex faults or faults resulting from disruptions of third-party suppliers or operators, for which INTRED undertakes to take action for a prompt repair.

11.3 The repair Service is free of charge only in cases of faults not attributable to wilful misconduct, fault, negligence or omission of the Customer. INTRED provides Customers who so request with an additional customised maintenance Service, the financial and technical conditions of which are to be agreed between the Parties in a specific Contract. INTRED shall also provide the support Service for any information and clarification requested by the Customer.

11.4 The Customer shall notify INTRED in writing of any request to change the configuration. INTRED shall respond to requests within the technical time

required, checking their feasibility. The outcome of the check will be communicated to the Customer together with the date of introduction of any changes requested. INTRED may not make the changes requested by the Customer where this could damage the integrity of its network or its correct operation. Where such requests come from a Customer in arrears, INTRED shall fulfil the requests only after the arrears have been settled.

11.5 All work at the Customer's premises relating to the operation of the Services may be carried out only by INTRED or by third parties appointed by INTRED.

11.6 During support, a "Wasted Call-out" occurs where, following a report by the Customer of a malfunction of the Services, it is established that INTRED's network is working or that the malfunction, if actually found, is caused by reasons not attributable to INTRED (e.g. technically incompatible products at the Customer's premises, incorrect configuration of the devices by the Customer) or the Customer cannot be reached. Should the above circumstances occur, INTRED shall charge the Customer, as a "Wasted Call-out", an amount equal to the call-out fee (where the support work is carried out at the Customer's premises) plus the hours actually spent. Details of the rates applied are given at the link https://www.intred.it/en/trasparenza/trasparenza-tariffaria

11.7 INTRED shall carry out all the activities for which it is responsible under the Contract directly through its own personnel, or through third parties appointed by it.

12. Charges, invoicing and payments

12.1 The Charges shall be defined in the Contract Proposal and shall be paid by the Customer. The subscription fees for the Service shall run from its activation and shall be invoiced in advance every two months. Without prejudice to Article 13 below.

12.2 Unless otherwise expressly agreed between the Parties, INTRED shall issue its invoices every two months and the Customer shall pay INTRED the amounts due within 30 (thirty) days of the invoice date, at the end of the month, through the SDD procedure.

12.3 If the Customer intends to dispute the correctness of the items shown on the invoice, they may activate the complaint procedure referred to in Article 23 or use any other means of protection governed by the regulations in force, while regularly paying the amounts shown on the invoice that are not disputed. The invoice will be sent to the Exchange System (SdI); a "courtesy document" in electronic format will also be sent to the Customer.

12.4 In the event of late payment, the Customer shall pay INTRED, as a penalty, default interest equal to commercial interest, instead of statutory interest, pursuant to Legislative Decree 231/2002, calculated on the actual days of delay, from the day following the due date until the date of payment or termination of the Contract. Furthermore, in the event of late payment, a flat-rate amount of €50.00 shall be charged for the bank and administrative costs incurred by INTRED to recover the debt.

12.5 In the event of non-payment of the invoice – except in cases of fraud, repeated late payments or repeated non-payments, for which immediate suspension is provided – INTRED, after written notice sent to the Customer by PEC and given in advance by email and/or text message, may suspend and/or limit the Service affected by the non-payment once 40 (forty) days have elapsed from the relevant notice to the Customer given in accordance with the regulations in force. After 15 (fifteen) days from the suspension, INTRED may terminate the Contract, without prejudice to the further remedies provided by law.

12.6 For the purposes of this article, partial payment of one or more invoices by the Customer shall not be considered non-payment where the unpaid amount relates to disputed charges for which a complaint procedure or a mandatory conciliation attempt is pending, pursuant to Resolution 353/19/CONS as amended (Regulation on procedures for the resolution of disputes between users and electronic communications operators). Late payment or non-payment shall not be considered repeated if, in the 6 (six) months preceding the due date of the invoice in question, payments have been made without delay.

12.7 Only payment made at least 15 (fifteen) days after the due date shall be considered late payment, without prejudice in any case to cases of delay in the issue or delivery of the invoice. In the event of fraud, repeated late payments or repeated non-payments and insofar as technically feasible, as well as once 15 days have elapsed from the suspension, if the Customer has not settled their debt, INTRED may terminate the Contract under Article 1456 of the Italian Civil Code.

13. Changes to the Contract

13.1 INTRED may at any time amend these General Terms and Conditions or any other contractual condition; in such cases, the Customer shall have the right to withdraw from the Contract without incurring any penalty or deactivation costs. Penalties and/or deactivation costs may, however, be charged where the changes are: exclusively to the Customer's benefit; purely administrative in nature and without any negative effect on the Customer; directly imposed by European Union or national law.

13.2 INTRED, with at least 30 (thirty) days' notice, shall inform the Customer by PEC in the manner established by the applicable regulations. The changes shall be implemented by INTRED once 30 (thirty) days have elapsed from the notice to the Customer. The Customer may exercise the right of withdrawal within 60 (sixty) days of the notice of change, by PEC to the address servizio.commerciale@pec.intred.it.

13.3 In the case of a withdrawal request completed within 30 (thirty) days of the notice of change to the contractual conditions, the previous contractual conditions shall apply to the Customer for the services used until the date of their deactivation. In the case of a withdrawal request completed after the 31st (thirty-first) day and within the 60th (sixtieth) day, the new contractual conditions shall apply until the date of deactivation and for the period exceeding the first thirty days.

14. Suspension of the Services

14.1 INTRED may at any time suspend the provision of the Services, in whole or in part, including without notice, for reasons of force majeure, including in the event of faults in the network and technical equipment, whether its own or that of other operators. INTRED may also suspend the Service where the Public Authority reports improper use of the Services or use of the Service contrary to laws, regulations or contractual provisions by the Customer.

14.2 INTRED may also suspend the provision of the Services in the event of scheduled changes and/or maintenance, which shall be notified to the Customer with an adequate period of notice (at least three days), without prejudice to the possibility of urgent work to avoid greater service disruptions, which may be carried out even without notice and whose characteristics are better described in the Service Charter.

14.3 Should the Customer use the Services in a way that results in an anomalous level of traffic compared with their usual consumption, INTRED may suspend the provision of the Services. Once the Customer has verified that the recorded traffic is correct, INTRED shall reactivate the suspended Service.

14.4 INTRED may suspend the provision of the Service at any time and without notice in the event of failure to comply with the provisions of Article 19.

15. Condition subsequent

15.1 The Contract shall be terminated by operation of law if the Customer is subject to enforcement proceedings, bankruptcy proceedings, controlled administration or other insolvency proceedings, in any case becomes insolvent or assigns their assets to creditors, suffers a seizure or other form of restriction on their assets or is placed in liquidation, voluntarily or compulsorily, unless INTRED decides to waive the right to rely on this condition.

16. Express termination clause

16.1 In the event of breach by the Customer of the provisions referred to in Articles 2.1, 19.1, 19.2, 22.1 and 22.2, INTRED may terminate the Contract under Article 1456 of the Italian Civil Code by written notice to the Customer of its intention to rely on this express termination clause.

17. Limitations of liability

17.1 INTRED shall not be liable for interruptions, malfunctions or delays in the provision of the Services caused by: a) faulty or incorrect use of the Service by the Customer; b) faulty operation of the system or terminals used by the Customer; c) work on and/or tampering with the Services and the Equipment by the Customer or by third parties not expressly authorised by INTRED; d) force majeure, or total or partial interruption of the local access or call termination Services provided by another telecommunications operator, if due to force majeure or to acts of third parties. Force majeure means events not foreseen and not foreseeable by INTRED and depending on natural events or acts of third parties, such as, by way of example and without limitation: explosions, lightning, earthquakes, hurricanes, fires, floods, strikes; e) failure by the Customer to comply with the regulations in force, in particular on fire prevention, safety and accident prevention.

17.2 INTRED shall not be liable towards the Customer, the parties directly or indirectly connected to the Customer, or third parties, for any damage, losses,

expenses and costs they may incur in the event of suspension or interruption of the Service due to force majeure or fortuitous events.

17.3 In no case shall INTRED be liable for damage suffered by the Customer consisting of loss of earnings, loss of business opportunities or other indirect damage of any kind, except in cases of wilful misconduct or gross negligence.

17.4 Where INTRED is responsible for the connection outage, or for reasons attributable to it, and the Service is not restored within the guaranteed times (unless otherwise agreed in writing with the Customer), the compensation set out in the Service Charter (available on the website www.intred.it) shall apply.

17.5 Any compensation is calculated from the time the Customer reports the disruption and the consequent opening of the ticket by INTRED. In any case, malfunctions caused by changes to the routing equipment made by the Customer or by third parties are excluded, such as, by way of example, configuration changes, opening of new Services and problems attributable to the lack of adequate electrical protection on the Customer's network.

17.6 Compensation shall be granted to the Customer in the form of an unconditional one-off discount on the invoice, following a written request made by the Customer no later than 30 (thirty) calendar days from the end of the event.

17.7 Compensation is the sole and exclusive remedy for failure to meet the Service levels.

18. Sector regulations

18.1 The Customer acknowledges that INTRED provides the Services in accordance with Italian and European Union law on electronic communications.

19. Customer's obligations. Improper use of the Service

19.1 The Customer undertakes to use the Service, and to allow third parties to use it, exclusively for lawful purposes permitted by the regulations in force.

19.2 The Customer shall ensure that the Service is used exclusively by persons expressly authorised by them, therefore assuming full responsibility for any improper use of the Services.

19.3 The Customer shall promptly (within 7 days) inform INTRED of any dispute, claim or proceedings brought by third parties in relation to the Services of which the Customer becomes aware. The Customer shall be liable for any damage, whether direct or indirect, suffered by INTRED as a result of the failure to give notice or of late notice.

19.4 The Customer shall be responsible for the content of the communications made through the Services and shall hold INTRED harmless from any action, claim or objection that may be raised by third parties against INTRED in relation to such communications.

19.5 The Customer assumes full responsibility arising from the use of Equipment connected to the INTRED network that lacks the type approvals or authorisations required by the applicable regulations in force.

19.6 The Customer guarantees the lawful availability of the personal data they provide to INTRED for the performance of this Contract and shall hold INTRED harmless from any third-party claim in any way relating to such data.

19.7 The Customer is solely responsible for the data and information transmitted using INTRED's service; INTRED is not required to verify the lawfulness of what is transmitted.

20. Notices and Contacts

20.1 INTRED shall send notices to the Customer in writing by email and/or PEC.

20.2 The Customer shall send all notices to INTRED by email and/or PEC.

20.3 INTRED shall indicate on the website www.intred.it the up-to-date telephone numbers and email addresses for assisting the Customer in the event of requests for information and/or reports of faults or service disruptions.

20.4 The Customer undertakes to notify INTRED without delay, in the above forms, of any change in their data, including data relevant for invoicing purposes.

21. Assignment

21.1 INTRED reserves the right to assign this Contract, or part of it, to third parties at any time without the need for prior acceptance by the Customer, who – by signing the Contract – consents in advance to the assignment. The Customer may not assign the Contract to third parties without INTRED's prior written consent.

22. Confidentiality and Non-Disclosure

22.1 The Customer undertakes to keep confidential the commercial and technical information covered by the Contract.

22.2 The Customer may disclose and share the information referred to in the previous point only within its own organisation or with expressly appointed third parties.

23. Complaints and refunds

23.1 Should the Customer wish to raise complaints about invoicing, they may do so by notice sent by email and/or PEC, to be sent by the due date of the disputed invoice, in the manner provided for in the Service Charter. After this deadline, the invoice amount shall be deemed irrevocably accepted by the Customer.

23.2 When a complaint is submitted, the Customer may suspend the obligation to pay the charge for the disputed Service. The Customer shall in any case be required to pay the amounts that are not disputed.

23.3 INTRED shall suspend the application of default interest until the outcome of the complaint is communicated to the Customer. The outcome of the complaint shall be communicated to the Customer in writing within 45 (forty-five) days of the date of receipt of the complaint. Where due, INTRED shall refund any amounts already paid by the Customer, including by offsetting them against the next invoice.

23.4 If the complaint is rejected, the Customer shall pay the default interest from the due date of the invoice. This interest shall be charged on the next invoice.

23.5 A Customer who considers the outcome of the complaint unsatisfactory may request the documentation relating to the checks carried out by INTRED and, if appropriate, initiate the conciliation procedure provided for in Article 24 below.

24. Conciliation attempt and Competent Court

24.1 Customers who claim the infringement of an interest or right of theirs arising from this Contract or from the telecommunications regulations falling within the competence of the Italian Communications Authority, and who intend to take legal action, must first initiate a mandatory conciliation attempt before the competent Corecom through the ConciliaWeb platform, pursuant to Resolution 353/19/CONS as amended.

24.2 During the mandatory conciliation attempt and until the end of the proceedings, the time limits for bringing legal action are suspended.

24.3 This Contract is governed by Italian law. For any dispute concerning the interpretation and performance of this Contract and in the event of legal proceedings, the court of Brescia shall have exclusive jurisdiction.

25. Invalidity

25.1 Should one or more articles of these General Terms and Conditions be found to be contrary to mandatory provisions of law, or in any case be declared null and void or annulled, the remaining articles shall remain in force in order to preserve, as far as possible, the purpose and spirit of the Contract.

25.2 Any articles of the Contract declared contrary to provisions of law or, in any case, declared null and void or annulled, shall be replaced by other legally permitted clauses that will give the Contract a content as close as possible to that originally intended and that will ensure its performance in accordance with its spirit and purpose.

26. Processing of personal data and appointment as Data Processor

26.1 For the notice on the processing of personal data and the related consent, pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR"), please refer to the document available at the link www.intred.it/privacy.

26.2 For the services, listed at the link www.intred.it/privacy, that require the processing of personal data on behalf of the Customer, INTRED acts as Processor pursuant to Article 28 of the GDPR.

26.3 Pursuant to Article 28 of the GDPR, to which full reference is made, the Processor undertakes to comply with – and to ensure that all those acting under its direction in turn comply with – the obligations established by the data protection regulations in force.

26.4 With this Appointment, INTRED confirms that it meets the requirements of experience, capacity and reliability required by the privacy regulations, and is therefore able to implement, among other things, appropriate technical and organisational measures to ensure that the processing of data is carried out in accordance with the principles of law.

26.5 INTRED guarantees the systematic and continuous control of security-related processes through the adoption of the technical and organisational measures provided for by its ISO 27001 certified management system.

26.6 It is understood that upon termination of the Contract – for any reason – the Processor shall permanently delete the data processed by virtue of this appointment, except where otherwise required by law or by provisions issued by the Italian Data Protection Authority or other competent authorities.

27. Code of Ethics and Organisation, Management and Control Model

27.1 The Parties declare that they are aware of the provisions of Legislative Decree 231/2001 and undertake to base their conduct, aimed at performing the contract, on the principles of transparency and fairness.

27.2 Pursuant to the above-mentioned legislation, INTRED has adopted an Organisation, Management and Control Model (or Organisational Model) and a Code of Ethics. The Counterparty is required to know and comply with the Organisational Model and the Code of Ethics, both published on the website www.intred.it. Failure to comply shall entitle INTRED to exercise the right to terminate this contract under Article 1456 of the Italian Civil Code.

_____

Place and date

_____

SIGNATURE for acceptance

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that they specifically approve the clauses of the following articles: 2. Conclusion of the Contract; 3. Duration and right of withdrawal; 4. Activation of the Service; 5. Methods of supply and use of the services; 9. Equipment on free loan and/or rental; 10. Domain names, Email and Hosting; 11. Fault reports, fault repair, changes and configuration of Services, Support; 12. Charges, invoicing and payments; 14. Suspension of the Services; 16. Express termination clause; 17. Limitations of liability and penalties; 19. Customer's obligations. Improper use of the Service; 23. Complaints and refunds; 24. Conciliation attempt and competent court; 27. Code of Ethics and Organisation, Management and Control Model.

_____

Place and date

_____

SIGNATURE for acceptance

CONSENT OF THE DATA SUBJECT TO THE DATA CONTROLLER FOR THE PROCESSING OF PERSONAL DATA

The Customer, fully informed pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR") about the processing of their personal data, in relation to and for the purposes specifically indicated in point 2) of the notice:

a) I give my consent to the processing, for the purposes referred to in sub b) point i., which for clarity is reproduced here: "*to inform you by ordinary letters, telephone calls, email, SMS, notifications and newsletters of the initiatives and offers of INTRED SPA and to offer you questionnaires and market research*"

☐ **I consent** ☐ **I do not consent**

b) I give my consent to the processing, for the purposes referred to in sub b) point ii., which for clarity is reproduced here: "*for profiling activities, i.e. to analyse, including by automated means, your preferences and interests (for example the use of the services, the features used, connection times, traffic data, etc.) and to offer you personalised services, content, initiatives and offers (by ordinary letters, telephone calls, email, SMS, notifications and newsletters)*"

☐ **I consent** ☐ **I do not consent**

_____

Place and date

_____

SIGNATURE for acceptance

This document is an English translation of the original Italian document and is provided for ease of reference. The translation may contain errors, omissions or inaccuracies. In the event of any discrepancy or inconsistency between this translation and the Italian original, the Italian original shall prevail to the extent permitted by applicable law.