

GENERAL TERMS AND CONDITIONS OF SUPPLY - SIMPLECYB

1 – Definitions

For the purposes of these General Terms and the obligations arising therefrom, the following expressions shall have the meanings set forth below:

- I. **Customer:** the legal entity, association, foundation or public body identified in the signature block that uses the SimpleCyb Services and Software purchased directly from SimpleCyb or through a Reseller. The Customer shall comply with these General Terms regardless of the purchase channel.
- II. **General Terms:** these General Terms and Conditions governing the supply of SimpleCyb Services and Software which, together with the EULA, the Technical-Commercial Offer and the Contractual Documentation, constitute the Agreement.
- III. **Agreement:** the contractual relationship between (i) SimpleCyb and the Customer concerning the supply of SimpleCyb Services and Software, consisting of the Technical-Commercial Offer, these General Terms, the EULA and the Contractual Documentation; and (ii) the Customer and the Reseller concerning the resale of SimpleCyb Services and Software, consisting of these General Terms, the EULA and any additional documents agreed between the Customer and the Reseller.
- IV. **Fees:** the amounts payable by the Customer for the supply of

SimpleCyb Services and Software, as specified in the Technical-Commercial Offer.

- V. **Contractual Documentation:** the documentation attached to the Technical-Commercial Offer, including the relevant EULA.
- VI. **EULA:** the End User Licence Agreement applicable to the specific SimpleCyb Software supplied, governing its use by the Customer.
- VII. **On-Premise Installation:** a delivery modality where the SimpleCyb Software is installed and configured within the Customer's IT infrastructure and physically located inside the Customer's network perimeter.
- VIII. **Technical-Commercial Offer:** the offer document describing the SimpleCyb Services and Software that are the subject of the Agreement.
- IX. **Order:** any purchase order issued by the Customer according to its internal policies.
- X. **Parties:** SimpleCyb and the Customer jointly.
- XI. **SimpleCyb Software:** software solutions used by SimpleCyb in SaaS (Software as a Service) or On-Premise modality, as indicated in the Technical-Commercial Offer, to deliver the Services. The SimpleCyb Software may be operated directly by SimpleCyb to provide the Services or, as applicable, installed at the Customer's premises.
- XII. **Customer Contact:** the employee, contractor or consultant appointed by the Customer to manage the Agreement.

- XIII. Reseller: the legal entity that, under a specific partnership agreement with SimpleCyb, resells SimpleCyb Services and Software to Customers, assuming any responsibility directly towards them.
- XIV. Services: the set of services provided by SimpleCyb as indicated in the Technical-Commercial Offer.
- XV. Service Level Agreement (SLA): the document defining any service levels guaranteed by SimpleCyb when delivering the SimpleCyb Software in SaaS mode, including availability and support response times.
- XVI. SimpleCyb: SimpleCyb S.r.l., VAT No. 07382220486, with registered office at Via Strasburgo 18A, 43123 Parma, Italy, acting as Supplier.

Article 2 – Scope of Application

These General Terms govern all current and future contractual relationships between SimpleCyb and the Customer concerning the supply of SimpleCyb Services and Software, including—where applicable—cases in which supply occurs through resale by a Reseller, unless otherwise agreed in writing. Together with the EULA, the Technical-Commercial Offer and the Contractual Documentation, these General Terms form the Agreement between SimpleCyb and the Customer, which supersedes any prior arrangements of similar subject matter between the Parties. Any purchase terms of the Customer are hereby waived. Trade practices, even if repeated and tolerated, shall not derogate from these General Terms.

In the event of conflict between these General Terms and the EULA and/or the Contractual Documentation and/or any Customer Order, these General Terms shall prevail. Any derogations agreed only between Customer and Reseller shall be ineffective towards SimpleCyb. Where the Customer acquires the Services and Software through a Reseller:

- a) supply is provided exclusively by the Reseller;
- b) SimpleCyb assumes no direct obligations or liabilities towards the Customer;
- c) any requests or claims must be addressed solely to the Reseller;
- d) in case of Customer breach, SimpleCyb may suspend or discontinue the Services upon notice to the Reseller;
- e) these General Terms constitute minimum conditions of use that the Customer must comply with.

These General Terms do not constitute a direct contract between SimpleCyb and the Customer nor a direct grant of usage rights, which are granted exclusively by the Reseller.

Article 3 – Conclusion of the Agreement

When the Customer purchases from a Reseller, the conclusion of the contract between them is governed exclusively by their own arrangements, to which SimpleCyb is a third party. In any case, the Customer's use of the SimpleCyb Services and Software entails acceptance of these General Terms and of the applicable EULA as minimum conditions of use. The issuance by the Customer of a purchase Order likewise entails acceptance of these General Terms and of the applicable EULA.

When the Customer purchases directly from SimpleCyb, pursuant to Article 1326 of the Italian Civil Code, the Technical-Commercial Offer—together with these General Terms and the Contractual Documentation—constitutes a contractual proposal by SimpleCyb. The Offer becomes binding for SimpleCyb upon countersignature by the Customer and return to SimpleCyb with the General Terms and Contractual Documentation duly signed. Absent acceptance within 30 business days (or such other term agreed), the proposal shall lapse and SimpleCyb may amend its conditions. Any changes after conclusion must be agreed in writing. Any additional Services during the term must be agreed by means of a supplementary Technical-Commercial Offer.

Article 4 – Object of the Supply

The object of the Agreement is the supply of the SimpleCyb Services and Software as specified in the Technical-Commercial Offer and governed by these General Terms and the Contractual Documentation.

Article 5 – Economic Conditions and Payments

Where the purchase occurs through a Reseller, all economic terms (payments, invoicing, late-payment interest and consequences of non-payment) are governed exclusively by the arrangements between the Customer and the Reseller.

Where the purchase occurs directly from SimpleCyb, Fees and related payment terms are set out in the Technical-Commercial Offer. Fees include all charges borne by SimpleCyb to deliver the Services and Software, except travel expenses, which shall be recharged at cost. The Customer undertakes to pay the Fees in the terms and manner specified.

In case of late payment, without need for formal notice, default interest shall accrue pursuant to Article 5 of Italian Legislative Decree 231/2002.

If the delay exceeds 30 calendar days, SimpleCyb may terminate the Agreement with immediate effect under Article 1456 of the Italian Civil Code by written notice (registered letter or certified email), without prejudice to damages.

Non-payment renders all amounts immediately due, and SimpleCyb may suspend or terminate performance without any indemnity.

Acceptance of partial payments or tolerance of defaults shall not constitute waiver.

The Customer waives any right of set-off against SimpleCyb's claims.

Article 6 – Obligations of the Parties

6.1 Obligations of SimpleCyb

- a) SimpleCyb undertakes to:
perform the Services in a workmanlike manner, in accordance with high professional standards and the Agreement ;
- b) perform using its own means, personnel and collaborators, acting under SimpleCyb's sole direction and control;
- c) duly comply with statutory and contractual obligations relating to its personnel, including social security and insurance, holding the Customer harmless;
- d) in case of On-Premise Installation, provide remote support for proper installation, configuration and maintenance;
- e) ensure availability and accessibility of the SimpleCyb Software in line with any applicable SLA;
- f) provide technical support as specified in the Offer;

- g) provide updates and security patches for SaaS and On-Premise solutions;
- h) implement appropriate technical and organisational measures to protect Customer data processed by the Software.

6.2 Obligations of the Customer

- a) The Customer undertakes to: pay Fees punctually;
- b) cooperate by providing information and data reasonably required;
- c) provide technical and procedural information enabling timely performance;
- d) ensure accuracy of information provided;
- e) ensure collaboration of its personnel;
- f) where necessary, grant VPN access to its systems;
- g) uninstall any pre-existing agents, antivirus or antispam systems where required;
- h) ensure its IT infrastructure meets minimum technical requirements and make resources available for On-Premise Installation;
- i) coordinate maintenance windows for updates;
- j) grant authorised access to its infrastructure for installation, configuration, maintenance and updates, as applicable.

Article 7 – Intellectual Property Rights

No intellectual or industrial property rights are transferred under these General Terms.

The Customer shall use the object of the Services and the SimpleCyb Software in compliance with SimpleCyb's and third parties' IP rights and shall hold SimpleCyb harmless from any consequences of breach.

In case of infringement, SimpleCyb may terminate the Agreement pursuant to

Article 1456 of the Italian Civil Code, without prejudice to damages.

The Customer grants SimpleCyb the right to use know-how and experiences acquired while performing the Services to improve its products and services, provided that no Customer confidential information is disclosed.

Article 8 – Limitation of Liability

SimpleCyb undertakes an obligation of means only.

- a) SimpleCyb shall not be liable for errors, delays or interruptions caused by: force majeure (as defined in Article 11);
- b) unauthorised interventions by the Customer or third parties;
- c) malfunctions of Customer terminals;
- d) internet outages attributable to telecom operators;
- e) delays due to Customer's breaches of laws or regulations.

Subject to mandatory law, total liability—if any—is capped at 100% of the annual Fees under the relevant Agreement.

SimpleCyb shall not be liable for indirect, consequential or reputational damages, lost profits or savings.

The Services rely on monitoring events from the Customer's systems detected by the Software. The Software operates based on known indicators and patterns; no system can guarantee detection of all threats or the absence of false positives.

Accordingly:

- I. SimpleCyb does not warrant detection of all threats, vulnerabilities or malware, nor the absence of false positives
- II. SimpleCyb is not responsible for loss of confidentiality, availability or

integrity of backed-up data unless directly and proximately caused by wilful misconduct or gross negligence of SimpleCyb;

- III. SimpleCyb is not liable for prejudice arising from non-detection or false positives.

For **SimpleDefence** and **SimpleFilter**, SimpleCyb shall not be responsible for false positives despite proper procedures, failure to detect unknown techniques, or alerts triggered by legitimate activities not previously notified.

For **SimpleCheck**, the Customer must implement appropriate backup policies and measures; SimpleCyb gives no guarantee of full or partial data restoration.

For **On-Premise installations**, SimpleCyb is not liable for issues due to unauthorised configuration changes, incompatibilities, inadequate resources, or failure to implement updates; performance may differ from SaaS due to Customer infrastructure.

Article 9 – Force Majeure

Force Majeure means any event beyond a Party's reasonable control that prevents performance, not due to that Party's acts or omissions, including:

- large-scale cyber-attacks on critical infrastructure;
- severe zero-day vulnerabilities;
- national or international Internet outages;
- wide-area power blackouts affecting primary or backup data centres;
- pandemics, natural disasters, acts of terrorism, war, embargoes or governmental restrictions.

Events not qualifying as Force Majeure include strikes or failures that ordinary redundancy or resilience measures could have prevented.

The affected Party shall promptly notify the

other, within 48 hours, indicating the expected duration and effects.

SimpleCyb may withdraw from the Agreement with seven (7) days' written notice (registered letter or certified email) without any indemnity, except for Fees due for Services rendered up to the effective date of withdrawal.

Article 10 – Assignment of the Agreement

Where the purchase occurs via a Reseller, any restrictions on assignment are governed solely by the arrangements between the Customer and the Reseller; in any case, usage rights cannot be assigned without the Reseller's prior written consent.

Where the purchase occurs directly from SimpleCyb, assignment by the Customer is prohibited without SimpleCyb's prior written consent; otherwise SimpleCyb may refuse performance.

SimpleCyb may assign the Agreement to its parent company, subsidiaries or affiliates within Article 2359 of the Italian Civil Code, provided that the assignee undertakes to comply with all terms. SimpleCyb will notify the Customer in writing.

Article 11 – Withdrawal (Causes)

Where purchase occurs via a Reseller, withdrawal is governed exclusively by arrangements between the Customer and the Reseller.

- a) Where purchase occurs directly from SimpleCyb, each Party may withdraw, without indemnity, if:
 - either Party lacks or loses required licences or authorisations;
- b) a change of control occurs;
- c) a Party is wound up, ceases business or becomes subject to enforcement or insolvency proceedings (including bankruptcy, composition with creditors, extraordinary

administration or debt restructuring under Article 182 of the Italian Bankruptcy Law).

Withdrawal under (a) or (b) takes immediate effect upon written notice (registered letter or certified email). On the effective date, the Customer shall pay all amounts accrued. Any other withdrawal rights are excluded.

Article 12 – Termination for Breach

SimpleCyb may terminate the Agreement under Article 1456 of the Italian Civil Code by registered letter or certified email if the Customer:

- (a) fails to pay Fees when due (Article 5);
- (b) breaches IP provisions (Article 7);
- (c) breaches assignment provisions (Article 10);
- (d) breaches confidentiality (Article 14).

In case of any serious breach, the non-breaching Party may serve a notice to cure under Article 1454 of the Italian Civil Code; if the breach is not cured within 15 days, the Agreement shall be terminated, without prejudice to damages.

Upon termination due to Customer's fault, SimpleCyb will suspend Services, retain sums already paid as liquidated damages, and claim any invoiced or accrued amounts.

In resale scenarios, SimpleCyb may request the Reseller to suspend or interrupt supply in the events under letters (b)–(d), without liability towards the Customer.

Article 13 – Personal Data Processing

Each Party shall process personal data solely for purposes connected to performance of the Agreement and in compliance with Regulation (EU) 2016/679 (GDPR) and applicable law, adopting appropriate security measures (Article 32 GDPR).

Where SimpleCyb processes personal data on behalf of the Customer as controller,

SimpleCyb shall act as processor under Article 28 GDPR in accordance with the Customer's written instructions in the relevant appointment document.

Article 14 – Confidentiality

"Confidential Information" means any data, technical, commercial or financial information, drawings, designs, manuals, know-how, trade secrets, processes and similar items belonging to a Party and disclosed for execution of the Agreement.

The receiving Party shall:

- (a) keep such information strictly confidential;
- (b) use it solely for the Agreement's purposes;
- (c) not disclose it to third parties other than its parent or affiliates within Article 2359 of the Italian Civil Code.

Confidentiality does not apply to information that:

- I. was lawfully known to the receiving Party;
- II. is public through no fault of the receiving Party;
- III. is received from a third party without breach;
- IV. is independently developed; or
- V. must be disclosed by law or order of an authority—provided the receiving Party promptly notifies the disclosing Party and limits disclosure to what is strictly necessary.

The Agreement itself constitutes Confidential Information.

Article 15 – Customer Contact

The Customer shall designate in writing a "Customer Contact" as SimpleCyb's interface.

In the absence of such designation, the legal representative, the Customer's IT manager, or the person who initially liaised with

SimpleCyb shall be deemed the Customer Contact.

Notices sent by SimpleCyb to the contact details indicated in the Technical-Commercial Offer shall be deemed duly received by the Customer. The Customer shall promptly notify any changes.

The Customer irrevocably acknowledges the validity of authorisations, consents and acceptances issued in writing by the Customer Contact towards SimpleCyb, including signatures on documents exchanged during the performance of the Agreement.

Article 16 – Non-Solicitation

For the term of the Agreement and for twelve (12) months thereafter, the Customer shall not hire or offer to hire any employee or consultant of SimpleCyb involved in the performance of the Agreement, even if the offer originates from such person.

In case of breach, the Customer shall pay—without prejudice to further damages—a penalty equal to twice the employee's annual gross cost ("RAL") in the relevant fiscal year.

Article 17 – Occupational Health and Safety (Italian Legislative Decree 81/2008)

The Customer represents and warrants that the premises made available are, and will remain, compliant with Legislative Decree 81/2008 and applicable health and safety regulations.

Pursuant to Article 26(3-bis) of Legislative Decree 81/2008, the Parties acknowledge that the Services are of an "intellectual nature" and no specific safety charges apply; therefore, no single risk assessment

document for interference risks ("DUVRI") is required.

Article 18 – Applicable Law and Jurisdiction

The Agreement is governed by Italian law, irrespective of the place of performance or the Customer's nationality.

Any dispute concerning performance, validity, interpretation or enforceability shall be subject to the **exclusive jurisdiction of the Court of Florence, Italy**, which may not be derogated from, including for reasons of connection.

Article 19 – General Provisions

Any amendment to these General Terms shall be valid only if made in writing and signed by authorised representatives of both Parties.

Contractual notices may be sent by email or registered letter to the Parties' legal addresses and shall be deemed delivered upon receipt confirmation or signature of the delivery notice.

Failure to exercise any right shall not constitute a waiver.

SimpleCyb may assign or transfer its rights and obligations to a competent third party or affiliate.

If any provision is found invalid or ineffective, it shall be limited or reformulated to preserve the validity of the remaining provisions.

These General Terms are made for the exclusive benefit of the contracting Parties and are enforceable only by them; no third-party rights are created.