# Conditions of sale, development, and licence of software

***1. DEFINITIONS***

a) **"CAREL"**: CAREL Industries S.p.A. and all companies belonging to the CAREL Industries S.p.A. group, i.e. any company directly or indirectly controlled by CAREL Industries S.p.A. or which directly or indirectly controls CAREL Industries S.p.A. and any associated company;
b) **"Customer"**: an individual or legal entity that enters into an Agreement with CAREL, as defined below, accepting these General Conditions, as defined below;
c) **"General Conditions"**: these general conditions for the development and licensing of software;
d) **"Agreement"**: the agreement between CAREL and the Customer, concerning the development of Custom Software and the licence to use the same, as defined below;
e) **Type "A" licence**: a licence to use a Tool Software, as defined below;
f) **Type "B" licence**: a licence to use a piece of Standard Software, as defined below;
g) **Type "C" licence**: a licence to use a piece of Custom Software, as defined below, the source code of which is not provided and which does not allow the Customer to modify the software itself, as further specified in Article 4 below;
h) **Type "D" licence**: a licence to use a piece of Custom Software, as defined below, of which part or all of the source code is provided, and which allows the Customer to modify the Software, as further specified in Article 4 below;
i) **"Offer"**: a written document containing the economic proposal for the requested services. The Offer states, inter alia: (i) the fees; (ii) the timing of the release of the Beta Version Software, as defined below; (iii) the type of licence applied; (iv) the payment terms and conditions. When responding to a request for Custom Software, the offer will also take into account the development and licensing of the same and the additional terms of service offered by CAREL.;
j) **"Order"**: a purchase order issued by the Customer after signing the Conditions of Sale and/or the Agreement for Custom Software development and licensing. The Order is necessarily in writing;
k) **"Order Confirmation"**: the written document of acceptance of the Order sent by CAREL to the Customer, and containing: the description of the Software, the item code, the quantity, unit price, , delivery terms and payment terms.
l) **"Software"**: the Tool Software, Standard Software and Custom Software covered by the Conditions of Sale and/or the Agreement, respectively;
m) **"Tool Software"**: computer software program for the development and management of application software designed and developed by CAREL. The definition also includes updates and plug-ins. By way of non-exhaustive example, included are: pCO manager, VPM, Device Creator Web, 1tool, c.suite, c.touch, BACset, LONset, K-Set, 1tool Touch Editor, RemotePRO, c.web, STone, Spark, Sparkly, Applica Desktop, Replica and the Supervisors;
n) **"Standard Software"**: application software program, macroblock, module, firmware, BIOS, OS, plug-in and any other software, designed and developed by CAREL, that is not Tool Software or Custom Software;
o) **"Custom Software"**: application software program, macroblock, module, firmware, BIOS, OS, plug-in and any other software, customised by CAREL on the basis of the Technical Specifications, as defined below, provided by the Customer exclusively in writing;
p) **"Testing and Validation Period"**: a period of 30 (thirty) days, commencing after the Beta Version of the Custom Software has been made available to the Customer, which shall be

thoroughly tested for the purpose of its validation;
q) **"Beta Version Software"**: a preliminary version of the Custom Software, issued to the Customer with a limited licence to use it for the sole purpose of testing its proper functioning and carrying out its validation, as better described in Article 10 below. Beta Version Software is marked by the specific indication “B”, “BETA”, “prototype”, “RC”, “Release Candidate” as suffix of the software version shown in the information window and in the file name during electronic download (e.g. filename_1.1.01B);
r) **"Technical Specifications"**: a document prepared by the Customer or prepared by CAREL and accepted by the Customer, defining the characteristics to which the Custom Software must conform: control mode, basic and accessory functions, alarm management, customer interface, hardware products involved, number and type of hardware inputs/outputs managed, connectivity with other devices, protocols, systems, etc;
s) **"Sublicensee(s)"**: subject that receives the Software under licence from the Customer, who has in turn received it under licence from CAREL;
t) **"Trial Version"**: Software licensed for use by CAREL with a limited duration and/or functionality, pursuant to paragraph 4.7 below;
u) **"Product(s)"**: the good(s) specified in the Order Confirmation on which the Software is installed. The term means the same in the singular and plural. The sale of Products is not governed by these Conditions of Sale, but by the relevant General Conditions available on the website www.carel.com, to which reference is made in full;
v) **"Supervisor(s)"**: CAREL product belonging to the Supervisor family supplied with Software already installed, by way of example but not limited to: boss and PlantVisorPRO, PlantWatchPRO. The term means the same in the singular and plural.

## *2. SUBJECT-MATTER*

2.1 Subject of the Conditions of Sale.
These Conditions of Sale relate to the sale of Software in the manner specified below. They do not govern the sale of the Products on which the Software is installed, which is the subject of the relevant CAREL’s General Conditions of sales on the website www.carel.com, to which reference is made in full.
2.2 Subject of the Agreement
The subject of the Agreement is the development of Custom Software, carried out on the basis of the Technical Specifications prepared by CAREL, or supplied by the Customer and accepted by the latter, and the licence to use the same.
2.3 Miscellaneous
It should be noted that the activities of installation, final configuration and verification of the proper functioning of the Software are excluded from the subject matter of the Conditions of Sale and the Agreement (if entered into in order to develop Custom Software) and are at the sole expense, risk and responsibility of the Customer and/or the Sub-licensees, if any.

## 3. *EFFECTIVENESS OF THE CONDITIONS OF SALE AND THE AGREEMENT*

3.1 The Conditions of Sale are effective, even if accepted in clickwrap mode:
a) For Tool Software or Standard Software licence, starting from (i) downloading the Software from the website, or otherwise installing it (ii) purchasing a CAREL Product containing Software already installed; (iii) accessing the Tool Software via the web using credentials or an alphanumeric code issued by CAREL;
b) For development and licensing of Custom Software, upon receipt by CAREL of the Order, sent

together with a digitally signed copy of the Conditions of Sale and the Agreement.
3.2 The Agreement shall come into effect from the moment the Agreement itself is signed, together with the Conditions of Sale and the Order, duly signed with a handwritten original signature, or with a legally valid digital signature.

***4. LICENCES FOR USE***

4.1 CAREL may licence the following types of Software to the Customer:

| **Licence Type** | **Software Name** |
|---|---|
| A | Tool Software:<br>• pCO manager<br>• VPM ComTool<br>• 1tool<br>• c.suite<br>• c.touch<br>• STone Basic, STone Digital Signature<br>• BACset, LONset<br>• K-Set,<br>• 1tool Touch Editor<br>• RemotePRO<br>• Spark, Sparkly, Applica Desktop, Replica<br>• Supervisors |
| A1 | Tool Software:<br>• STone Pro<br>• c.web |
| A2 | Tool Software:<br>• Device Creator Web |
| B | Standard Software |
| C | Custom Software without source code |
| D | Custom Software with source code |

4.2 The licences to use the Software governed by these Conditions of Sale include the rights to: (i) installation and (ii) use of the Software within the limits of the purpose of the Software and/or the Products for which the Software is intended pursuant to paragraph 4.4 below. Instructions and technical documentation for the Tool Software are available within it via the Help function, further documentation is available on request.
4.3 The licence to use the Software is granted exclusively within the limits and under the conditions stipulated in these Conditions of Sale in respect of each type of licence, as set out below.

4.4 CAREL informs the Customer that the Software has been designed for the operation of Products intended for use in the refrigeration, air-conditioning and humidification sectors and in any case only in the market sectors where the CAREL Group is active. It remains understood that the purchase of Products is governed by the CAREL's General Conditions of Sale available at www.carel.com.
4.5 The Customer shall not acquire any rights other than those set forth in these Conditions of Sale and undertakes to directly inform any Sub-Licensees, if permitted, of the existence of these Conditions of Sale, their availability, the limitations contained therein, and the obligation to fully comply with them, and to have any Sub-Licensees and/or assignees of the Software licence sign these Conditions of Sale.
4.6 The Customer is obliged to diligently - before, during and after each relevant operation (such as, for example, the installation or updating of the Software or fine-tuning operations) - carry out accurate checks and controls on the operation of the Software and keep precise and detailed records of the data collected, in order to prevent or in any case limit the occurrence of any damage to itself and/or third parties.
4.7 If Tool Software **Trial** Version or Standard Software **Trial** Version is licensed to the Customer, it shall be deemed to be granted according to the terms and conditions set out in the type "A", "A1", "A2" and "B" licences respectively, except for the duration of the licence and/or for certain functions of the same, which shall be limited.
4.8 Tool Software - Type "A", "A1" and "A2" Licence.
The licence is granted on a non-exclusive, non-transferable and non-sublicensable basis for the duration indicated in the following table:

| | **Type "A" licence** | **Type "A1" licence** | **Type "A2" licence** |
|---|---|---|---|
| **Licence Duration** | Open-ended | 12 months - Limited to c.web, the duration can be extended to 60 months by purchasing item code CSWEB05100 | Number of months purchased by the customer |
| **Start of Licence validity** | From sending each individual credential or activating an alphanumeric code | For each Customer user, from sending each individual credential or activating an alphanumeric code | For all users of the same Customer, from sending the first credential or activating the first alphanumeric code |

It should be noted that:

- For types "A1" and "A2" licence, the Customer will receive periodic expiry notices with a renewal deadline. Failure to renew will result in the automatic suspension of the licence with consequent interruption of the operation of the Tool Software, without any liability attributable to CAREL. Limited to c.web, there is no notification system.
- To use the STone Basic and STone Pro type "A" and "A1" licences, the device must have an active Internet connection, without which CAREL guarantees operation for only 30 days, even if not consecutive.
- The Tool Software is chosen by the Customer according to its requirements, the computer on which it is to be used and on the basis of the information contained in the technical documentation referred to in paragraph 4.2 above. Therefore, the Customer remains solely and exclusively responsible for the correct identification of

its needs and requirements with regard to the chosen computer systems and programs, as well as its own machines, tools, peripherals and computer equipment.
- Type "A" and "A1" licences, in addition to the rights under paragraph 4.2, include the possibility for the Customer to make a single back-up copy of the licensed Tool Software to be kept in case of failure (so-called back-up copy). The Customer undertakes not to remove from the back-up copy the trademarks and copyrights and proprietary rights referred to in Article 6 below.
- Using the Tool Software may require an 'Activation Key', consisting - by way of example - of an alphanumeric combination, or a file, provided by CAREL upon specific request.

4.9 Standard Software - Type "B" Licence

- Unless otherwise agreed, the type "B" licence is granted on a non-exclusive, transferable and sublicensable basis, subject to paragraph 4.5 above, for an indefinite term and free of charge.
- The Standard Software is chosen by the Customer according to its requirements, the computer on which the Standard Software is to be used and on the basis of the information contained in the technical documentation referred to in paragraph 4.2 above. Therefore, the Customer remains solely and exclusively responsible for the correct identification of its needs and requirements with regard to the computer systems and programs, as well as its own machines, tools, peripherals and computer equipment.

4.10 Custom Software - Type “C” and “D” Licences

- Unless otherwise agreed, the type "C" and "D" licences are considered granted on an exclusive, transferable and sublicensable basis, subject to paragraph 4.5 above, for an indefinite term and charged.
- the Type "C" Licence, in addition to the rights under paragraph 4.2., includes the possibility for the Customer to reproduce an unlimited number of copies of the Software, whereas it does not provide for the release of the source code.
- the Type "D " Licence, in addition to the rights under the Type "C" Licence, includes the possibility for the Customer to obtain the release of parts of or all of the source code of the Software, as well as the modification of the Software itself, for its subsequent adaptation of the Software to its needs. The Customer holding a Type "D" Licence may not communicate and/or transfer the source code of the Software to third parties without prior written authorisation from CAREL.
- Unless otherwise agreed, the licence for the Custom Software shall be understood as type "D".

All the instructions and technical documentation relating to the installation and use of the Custom Software are available on request.

## 5. ***LIMITATIONS TO THE RIGHT OF USE***

5.1 In the absence of specific written authorisation from CAREL, and unless mandatory legal provisions stipulate otherwise, the Customer is NOT authorised to:

a) reverse engineer the software, where this term refers to the possibility of tracing back the source code and all its elements. This limitation also applies to Software for which the Customer holds a Type "D" Licence, limited to those parts of the Software for which the source code has not been provided;

b) use, limited to type "D" licences, the source code in other non-CAREL Tool Software and/or products.

## 6. ***INTELLECTUAL PROPERTY OF THE SOFTWARE***

6.1 Unless otherwise agreed in writing with the Customer in relation to the Custom Software, CAREL is the exclusive owner of all intellectual property rights to the licensed and/or developed Software and all the technical documentation, both hard copy and in electronic format, made available to the Customer.
6.2 The intellectual property rights relating to modifications made by the Customer to the Custom Software, where a Type "D" Licence has been granted, are the exclusive property of the Customer limited to the innovative content part thereof. In any event, the Customer shall not acquire any further and/or different rights from those provided for in these Conditions of Sale.
6.3 The Customer recognises and acknowledges that CAREL's Software is protected by Italian and international copyright and intellectual property laws and undertakes not to remove CAREL's trademarks and copyrights and proprietary rights from all copies of the Software Programs, except as provided for in paragraph 6.2 above.
6.4 CAREL accepts no liability for any infringement of the intellectual property rights of other parties by the Customer or any Sub-licensees of the Software by using the Licensed Software.

## 7. ***PRIVACY AND CONFIDENTIALITY OBLIGATION***

With the exception of modifications to the Custom Software made by the Customer holding a Type "D" Licence solely for the innovative content of the same and unless otherwise agreed in writing with CAREL, -all the techniques, algorithms and processes contained in the Software, in the relative documentation and in the information media are to be kept as trade secrets and confidential and proprietary information belonging to CAREL and may not be used beyond the limits and/or for purposes other than those indicated in these Conditions of Sale. The Customer undertakes for itself and its employees, collaborators and consultants to take all appropriate and necessary measures to guarantee the privacy and confidentiality of the Software, source code and related documentation. The Customer shall also be responsible for communicating this obligation to its Sub-licensees, where permitted.

## 8. WARRANTIES

### 8.1 General principles

a. Software developed and/or licensed free of charge and Trial Version Software are provided “as is”; CAREL makes no warranties of any kind, either express or implied. The intervention on any faults in the Software is at CAREL's discretion, once the nature and extent of the fault has been assessed, taking into account the type of application of the Software and its distribution in the Customer's network
b. Any Software that has serious faults promptly reported by the Customer within the terms specified below during the warranty period, if repairable on the basis of CAREL's initial checks, shall be corrected exclusively at the latter's premises, unless otherwise agreed between the parties. If the intervention is not possible or not cost-effective, CAREL reserves the right to replace the Software with new software free of charge. CAREL shall in any case not be liable for the incorrect operation of the Software if the Customer has failed to constantly update it. It is specified that, in any case, the purchase of CAREL Products and the related warranties are governed by CAREL’s General Conditions of Sale
c. CAREL does not provide any warranty for defects in the Software resulting from failure to comply with the instructions contained in the technical documentation referred to in paragraph

4.9 above, or in the event of tampering or improper use or due to incorrect installation, configuration, maintenance, repair, modifications or alterations either by the Customer or by third parties;
d. Without prejudice to any mandatory legal provision, the Customer hereby waives any and all remedies not contemplated in these Conditions of Sale for the complaint of any faults in the Software.
e. In the event of faults reported within the warranty period, CAREL shall carry out any appropriate checks and/or work on the Software and make it available within the time required for repair, without prejudice to the powers reserved to it by paragraphs 8.1 (b) and 8.2 (d). If the software has been supplied to the Customer through a reseller, fault reports must be received through the reseller (authorised distributors or subsidiaries).

**8.2 Tool Software**

a. CAREL warrants that the Tool Software substantially complies with the characteristics set out in the relevant technical documentation as per paragraph 4.2;
b. As a consequence of paragraph 4.4, CAREL does not assume any express guarantee of proper functioning of the Tool Software;
c. Please refer to the table below for the duration of the Tool Software guarantee or availability, the latter understood as access to the Tool Software and the Customer's data repository:

| Licence Type | Warranty Duration/Availability |
|---|---|
| A | 2 (two) years from downloading (or in any case from delivery) of the Tool Software |
| A1 | Same duration as the Type "A" Licence Tool Software with which the Type "A1" Tool Software is associated. Limited to c.web, the warranty period is 6 months in the case of purchasing the 12-month Licence and 2 years in the case of purchasing the 5-year Licence |
| A2 | No less than 98% (ninety eight percent) availability of the Tool Software for the time of the licence term. The period of non-availability expressly excludes the time required to perform and complete planned maintenance or services of the Tool Software by CAREL, and the impossibility of using it due to causes attributable to the Customer or in any case to parties other than CAREL, such as the interruption of the Internet connection by the service provider |

d. In the event of a fault in the Software supplied for payment, occurring during the warranty period, as an alternative to the provision set out in paragraph 8.1 (b) above, CAREL may decide to refund the price paid:

- in the case of Licence A2, if 98% availability is not reached;
- in the case of Licences A and A1, if the faults are blocking and do not allow the Customer to use the Software.

e. The Customer shall notify any faults in the Software in writing within 30 (thirty) days from the date of discovery. The fault must be sufficiently documented and reproducible;

**8.3 Standard Software**

a. The Standard Software is provided "as is"; CAREL and its suppliers make no warranties of any kind either expressed or implied;
b. The resolution of any faults in the Software is at CAREL's discretion, once the nature and extent of the fault has been assessed, taking into account the type of application of the Software and its distribution in the Customer's network.

**8.4 Custom Software**

a. CAREL warrants that the Custom Software complies with the Technical Specifications and characteristics indicated in the relevant technical documentation, as set out in paragraph 4.2 above;
b) The warranty lasts 90 (ninety) days from downloading (or in any case from delivery), and refers to the final version of the Software solely in the event of serious faults that are difficult for either CAREL or the Customer to detect during the Testing and Validation Period, referred to in paragraph 10.3 below;
b. Should a fault occur in the Custom Software during the warranty period, the Customer shall promptly report it to CAREL, which undertakes to take charge of the report within 5 (five) working days and to release a corrected version of the Custom Software within 15 (fifteen) working days of the report, except for cases in which the fault concerns structural parts (e.g. 1tool application with BIOS or HW bugs, ...) for which the time required for resolution may be longer;
c. It is the Customer's responsibility, for the duration of the warranty, to keep precise and detailed records of the significant data concerning the operation of the Custom Software, so as to detect and keep track of any faults, and to communicate the same to CAREL, together with any reports of faults, in order to allow CAREL to promptly detect and eliminate any errors in the Custom Software;
d. Without prejudice to paragraph 8.1 above. (c) The warranty is not recognised in the event of:
i. tampering with or improper use or modification of the Custom Software and/or source code, for Custom Software with Type "D" Licence;
ii. malfunctions due to errors or incompleteness of the Technical Specifications;
iii. malfunctions due to the integration or interaction between the Custom Software or the Product in which the Custom Software is installed and other software, applications, equipment or products not produced or marketed by CAREL.

**9. *RESPONSIBILITIES***

9.1 It is the Customer's responsibility to check and ensure that the Software installed in its units/applications:
fully meets the necessary requirements and performance;
is always updated to the latest version released by CAREL.
The costs of updating the Software on the Products are the sole responsibility of the Customer.
9.2 CAREL is not liable for malfunctions due to non-compliance of the Customer's hardware and/or product on which the Software is installed.
9.3 Without prejudice to any liability for wilful misconduct and/or gross negligence, CAREL excludes any liability of its own and/or its suppliers, whether contractual or non-contractual, for defects, errors and malfunctions of the Software, and shall not be liable for any direct or indirect damages caused to the Customer or third parties by said defects, errors and malfunctions (by way of non-exclusive example: loss of information or profits, costs, expenses or loss of earnings, etc.). The Customer hereby waives any and all claims for damages, demands or recourse against CAREL, except in cases of wilful misconduct or gross negligence; it is understood that CAREL's overall

liability, if any, is in any case limited to the compensation of a sum not exceeding the amount actually paid by the Customer as a fee for developing or licensing the Software.
9.4 The Customer undertakes to indemnify and hold CAREL harmless from and against any liability, claim, legal or administrative action or any other type of demand made by third parties regarding:
a. the use of the Software and/or the use and/or modification of the source code of the Software;
b. the improper use or failure of the Software. The Customer assumes all liability for the Technical Specifications communicated to CAREL and any incorrect operation of the Software caused by them or by the Product where the same is installed;
c. any infringement of others' intellectual property rights by the Customer or any sub-licensees of the Software by using the Licensed Software.
9.5 The Customer is aware that the Software is not designed or created for use in hazardous environments requiring safe performance, such as, but not limited to: applications in nuclear power plants, aircraft guidance or communication systems, air traffic control devices, life-saving, hospital or medical equipment, armaments, or other applications where any problems with the Software could result in death, personal injury, or serious physical or material damage (collectively "**High-Risk Activities**"). CAREL makes no guarantee of suitability, express or implied, for such High-Risk Activities; the Customer or its sub-licensees shall be solely responsible for using the Software in High-Risk Activities.
9.6 The Customer declares that it is aware that: (i) the operation of the Software may be impaired by adverse factors, including by way of example but not limited to, power fluctuations, malfunctions of hardware-related peripherals, installation errors, malfunctions or failures of control devices, transient failures of electronic systems (hardware and/or software), malfunctions or failures of signalling equipment (faxes, data communications networks, fixed/mobile telephony, relays), unintended misuse, or errors by the Customer or the application designer (any such adverse factors shall henceforth be collectively referred to as "**System Failures**"), (ii) any application within which a System Failure could create a risk of damage to property and/or personal injury (including risk of bodily injury and death) must not rely solely on electronic monitoring (iii) to avoid damage, injury or death, the Customer must take reasonably prudent steps to protect itself against System Failures, including, without limitation, backup and shutdown mechanisms, (iv) each Customer system is adapted to and differs from the systems on which tests are conducted by CAREL and since the Customer may use the Software by combining it with other products in ways not evaluated or contemplated by CAREL, the Customer is conclusively responsible for verifying and validating compliance of the Software in all cases where the Software is incorporated into a system or application, including, without limitation, the level of procedures and security of such system or application.

**10.** ***CUSTOM SOFTWARE DEVELOPMENT (TYPE "C" AND "D" LICENCES)***

10.1 CAREL shall proceed with the development of the Custom Software in accordance with the terms agreed in the Agreement and the Technical Specifications, delivering the Beta Version Software to the Customer within the term indicated in the Agreement by making it available in the appropriate section of its website. The download of the Beta Version Software made by the Customer will be recorded by CAREL for traceability purposes.
10.2 If the Customer requests changes to the Technical Specifications in writing during the development of the Custom Software, the term established in the Agreement to release the Beta Version Software shall be extended as communicated by CAREL to the Customer from time to time. If, at CAREL's sole discretion, the requested changes result in an increase in the development

costs of the Custom Software, the adjustment of the fees shall be expressly agreed upon in writing.
10.3 Unless otherwise stipulated in the Agreement, the Customer shall have a "**Testing and Validation Period**" of 30 (thirty) days from the time the Beta Version Software is made available by CAREL. During this period, the Customer shall be responsible for thoroughly testing the Custom Software, in order to verify that the same:

a. is fully compliant with the Technical Specifications, or otherwise meets its requirements;
b. is free of faults, errors and/or malfunctions and is specifically suitable for the use the Customer intends to make of it.

It is understood that CAREL shall have no liability for any damage resulting from the operation or failure of the Software during the Testing and Validation Period that may be complained of by the Customer.
10.4 Any errors, anomalies and/or malfunctions discovered during the aforementioned testing and verification activities must be promptly reported to CAREL. During the Testing and Validation Period, CAREL shall provide technical support by telephone/email regarding the Custom Software installation procedures and basic operations, and so that the Customer can report any errors, anomalies and/or malfunctions.
10.5 It is the Customer's responsibility to keep precise and detailed records of the results of the tests and checks carried out during the Testing and Validation Period and to communicate these to CAREL, together with any reports of malfunctions, in order to allow CAREL to promptly detect and eliminate any errors in the Custom Software.
CAREL undertakes to take charge of the report within 5 (five) working days and to release a subsequent corrected version of the Beta Version Software within 15 (fifteen) working days of the malfunction report; once the Customer has received the new Beta Version Software, the 30 (thirty) day Testing and Validation Period shall commence from that time, limited solely to the part subject to correction.
Upon the expiry of the Testing and Validation Period in the absence of reports or in the absence of further reports, the Custom Software shall be deemed accepted and validated, and if a fee was agreed in the Agreement in favour of CAREL for the error correction service, the Customer shall pay said fee.
It is understood that the Customer shall always have the right to accept and validate the Software before the expiry of the Testing and Validation Period by sending a written notice.
By accepting and validating the Custom Software, either expressly or tacitly, the Customer certifies that it has duly verified that the Custom Software is fully compliant with the Technical Specifications, free of faults, errors and malfunctions, and suitable for the intended use.
10.6 Following the validation of the Software, CAREL shall deliver the final version of the Custom Software to the Customer by making it available in the appropriate section of its website. The download of the Custom Software made by the Customer shall be recorded by CAREL for traceability purposes and shall have the effect of licensing the Custom Software to the Customer under a Type "C" or "D" licence in accordance with the terms of the Agreement.
As an alternative to downloading, it shall be possible to have recourse to a different delivery method of the Beta Version Software and the Custom Software, subject to previously signing these Conditions of Sale.

## 11. ***FEES***

11.1 The fees and the terms and methods of payment for the Software are set forth in the Offer and incorporated in the Order issued after signing the Conditions of Sale and, when required, the Agreement.

11.2 It is specified that if the Software is contained within Products sold by CAREL, the fees and the terms and conditions of payment are understood to be governed by the CAREL's General Conditions of Sale that regulate the terms and conditions of purchase of the Products.

**12. *TECHNICAL SUPPORT***

12.1 CAREL shall provide the Customer, at no additional cost, with technical support limited to support and assistance in Software installation procedures and basic operations and troubleshooting, excluding those relating to customisation. They, as well as any other support activities, will be provided against payment, subject to preparing an appropriate Offer.
12.2 Technical support is provided exclusively by telephone and/or e-mail. Telephone numbers and e-mail addresses can be found at www.carel.com.
12.3 If the technical support activity requires access to the infrastructure where the Software is installed, the Customer shall allow CAREL's personnel to carry out the appropriate on-site checks.
12.4 Technical support, in the manner set forth in paragraph 12.1, may be used by the Customer limited to the warranty period with the exception of the case in which the Software is installed on a Supervisor: in this case, technical support is guaranteed for a maximum of 5 years from the production date of the Supervisor on which the Software is installed.

**13. *IMPROVEMENTS AND UPDATES***

13.1 Improvements and updates of the licensed Software version, when and if available, shall be provided at a separate cost, if any. In any case, the provision of such improvements and updates shall not give rise to an extension of the warranty period relating to the Software licensed for use by the Customer.

**14. *COMPLIANCE WITH EXPORT CONTROL REGULATIONS AND ECONOMIC SANCTIONS***

14.1 The sale of the Products and basic technology may be subject to controls on exports according to local standards and laws. Such controls may be carried out by the various authorities of each country in which the Products are to be sold. The Customer is also liable for the payment of duties in the country of destination up to the final customer.
14.2 CAREL undertakes to provide the Customer with all information and assistance that may reasonably be required by the other party in order to obtain the authorizations and licenses required by local laws in relation to the Products to be exported. The Customer shall also take all the necessary measures to obtain the required documents in a timely manner.
14.3 The export, sale or transfer of the Products to certain parties or to certain destinations/end uses may be subject to restrictions or prohibitions under United Nations (UN), European Union (EU), Italian, United States of America (USA), United Kingdom (UK) standards or any other applicable legislation on export control and/or international economic sanctions, in respect of all the jurisdictions in which CAREL operates, with or through companies belonging to its group of companies.
14.4 The Customer undertakes not to export, resell or transfer, directly or indirectly, the Products to natural or legal persons, entities or bodies subject to restrictive measures, included in the United Nations Security Council Sanctions Consolidated List, the European Union List of Persons, Groups and Entities subject to EU Financial Sanctions, the Specially Designated Nationals and Blocked Persons List drawn up by the Office of Foreign Assets Control (OFAC), the Consolidated List of Financial Sanctions Targets in the UK of the United Kingdom and/or any other designation list applicable in all the jurisdictions in which CAREL operates with or through companies

belonging to its group of companies, and/or entities owned or controlled by persons or entities on such lists, or for uses prohibited under EU/Italian, UN, US, UK or any other applicable export control and/or international economic sanctions standards in all the jurisdictions in which CAREL operates with or through companies belonging to its group of companies.
14.5 The Customer releases CAREL from any liability and agrees to indemnify CAREL for any damages, direct and indirect, that may arise from any breach of United Nations, European Union, Italian, United States, United Kingdom provisions or any other applicable standards on export control and international economic sanctions in all the jurisdictions in which CAREL operates with or through companies belonging to its group of companies, in relation to the Products and the possible sale or transfer thereof to sub-buyers or end users.
14.6 The Customer also undertakes to pass on the provisions of this clause to its sub-buyers, if any, by requiring them to observe all the relevant export control and international economic sanctions obligations under this clause.
14.7 If the fulfilment of CAREL existing obligations is prevented, aggravated or made excessively onerous due to the occurrence of one or more of the following events (hereinafter the "**Exemption Events**"):
i. any change in UN, EU, Italian, USA or UK standards, or any other standards applicable in any of the jurisdictions in which CAREL operates with or through its group companies, including the adoption of restrictive measures or international economic sanctions that impact CAREL obligations;
ii. any change, extension or revision or any other change in the interpretation, by any court or administrative authority, of the laws in force at the date of execution of these General Conditions;
iii. the failure by any competent authority to issue authorisations for the sale, transfer or export of the Products, where required by UN, EU, Italian, USA or UK standards or any other standards applicable in all the jurisdictions in which CAREL operates, with or through companies belonging to its group of companies;
iv. any other event, whether or not similar to the above, outside the control of the party against which the relevant dispute may be brought.
CAREL shall notify the Customer in writing of said event and shall consult the Customer in order to identify all the useful actions to ensure the proper and punctual performance of the existing obligations within a consultation period of 180 days ("**Consultation Period**").
14.8 The performance of the respective obligations shall be deemed suspended during the Consultation Period. If the Exemption Event lasts for more than 180 (one hundred and eighty) days, CAREL shall be entitled to terminate the supply immediately, after notifying the Customer in writing.

**15. *TERMINATION***

15.1 CAREL reserves the right to terminate the Conditions of Sale and/or the Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to compensation for any damages, in the event of non-fulfilment by the Customer of one of the obligations set out in the following provisions:

- paragraph 4.10, third point, concerning the prohibition of disclosure and/or transfer to third parties of the source code delivered in whole or in part to the Customer;
- Article 5 concerning the limitation of the right to use the Software;
- Article 7 concerning the confidentiality obligation;
- paragraphs 10.5 and 11.1. concerning the payment of fees to develop and/or license the Software.

15.2 In the event of termination of the Conditions of Sale and/or the Agreement, and in any case in the event of termination of the same, the Customer undertakes to immediately cease, and to cause third-party users or sub-licensees to cease, using the Software, and to destroy and/or delete the licensed copy and any further copies in its possession, whether modified or not, regardless of the material medium used or the computer or product on which it is installed.

**16. *APPLICABLE LAW AND JURISDICTION***

16.1 These Conditions of Sale and the Agreement are governed by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods, adopted in Vienna on 11 April 1980, is expressly excluded.
16.2 Notwithstanding any different regulations or international conventions, any dispute arising between the parties with regard to the present Conditions of Sale and/or the Agreement shall fall under the exclusive jurisdiction of the Court of Padua.

**17. *LANGUAGE***

17.1 These Conditions of Sale, the Agreement, the Offer and the Order are drawn up in Italian; if they are also translated into English, in the event of any discrepancy or inconsistency between the Italian and English text, the Italian version shall prevail.

**18. *DATA ACT, PRIVACY AND GDPR***

18.1 CAREL guarantees compliance with Regulation (EU) 2023/2854 (Data Act) concerning the harmonisation of fair access to and use of data, the description of which is available online on the Company's website at www.carel.com.
18.2 CAREL and the Customer mutually undertake to comply with the provisions of EU Regulation no. 679 of 27 April 2016 on the protection of personal data - "GDPR", and mutually acknowledge that they undertake to read their respective policies. For CAREL, the Supplier/Customer Privacy Policy is available online on the Company website at www.carel.com. Where the supply of Products and/or Services involves the processing of personal data within the meaning of the above-mentioned standards, CAREL and the Customer reserve the right to proceed by separate agreement to appoint a 'data controller' in accordance with article 28 of the GDPR.

**19. *CODE OF ETHICS PURSUANT TO LEGISLATIVE DECREE NO. 231/2001 AND ANTI-CORRUPTION PROCEDURES***

19.1 The Customer undertakes to review the CAREL's Code of Ethics as integral part of the Organizational, Management and Control Model pursuant to Legislative Decree no. 231/2001, accepting its full content, as well ist and CAREL's Anti-Bribery Procedure, both available online on www.carel.com.
19.2 The Customer expressly declares to know and accept the Code of Ethics and the Bribery Procedure and undertakes to conduct in accordance with the indications contained therein.
19.3 The Customer also undertakes to inform CAREL of the possible opening, against itself, of criminal proceedings for significant crimes pursuant to Legislative Decree. 231/2001.
19.4 Without any prejudice to the right to compensation for any damages suffered, CAREL will have the right to unilaterally terminate this Contract pursuant to art. 1456 of the Italian Civil Code, in the following cases:
a) violation by the Customer of the principles contained in the Code of Ethics;

b) opening criminal proceedings against the Customer for relevant crimes pursuant to Legislative Decree. 231/2001;
c) commission by the Customer of certain of the crimes provided for by Legislative Decree 231/2001, even if not in relation to relationships with CAREL itself, established by a final judgment recognizing the Customer 's responsibility or following the application of the penalty at the request of the parties pursuant to art. 444 of the Code of Criminal Procedure as well as in the event of imposition, even in a precautionary measure, of sanctions prohibiting the prohibition of contracting with the Public Administration or the prohibition of the exercise of the activity.

**20. *MISCELLANEOUS***

20.1 If any clause of these Conditions of Sale, the Agreement and/or the Order is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the other agreements set forth herein, which shall remain effective and enforceable.
20.2 In the event of any discrepancy between the provisions of the Conditions of Sale, the Agreement (if any) and the Order, the provisions of the Order shall prevail over those of the Agreement, which shall in turn prevail over those of the Conditions of Sale.

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Conditions of sale, development and licence of software valid from 15 November 2025