

COMMERCIAL LICENSE AGREEMENT

FOR THE ARTIFICIAL INTELLIGENCE MODEL “ENGGPT”

RECITALS

Engineering Ingegneria Informatica S.p.A. (“**Engineering**” or “**Licensor**”), with registered office in Rome (RM), Piazzale dell’Agricoltura 24, registered with the Companies Register of Rome, tax code 00967720285 and VAT no. 05724831002, holds all intellectual property rights relating to the artificial intelligence model named **EngGPT** (the “**Model**”), a set of Large Language Models (LLMs) developed for advanced natural language processing and optimized for the Italian context with a focus on privacy, data control and regulatory compliance.

This agreement (“**Agreement**”) governs the terms and conditions under which Engineering grants the Licensee a license to use the Model for commercial and professional purposes through marketplaces, cloud providers, MaaP services or other authorized channels through which the Model is made available, within the limits and in accordance with the conditions set out herein.

Access to and use of the Model through the Authorized Channels or the applicable MaaP Service entail full acceptance of this Agreement, its annexes and the policies referred to herein.

The Licensee acknowledges that:

- a) this Agreement governs exclusively the license to use the Model granted by the Licensor to the Licensee, as well as the rights, limitations and responsibilities connected with the use of the Model and the Output. The Licensor acts as publisher/licensor of the Model and retains ownership of the Model and the related intellectual property rights, including the right to develop, update, modify or evolve the Model;
- b) the Model may be made available through marketplaces, cloud services, MaaP Services or third-party platforms. In such cases, access to the Model through the relevant platform, including APIs, runtime, hosting, infrastructure, endpoints, account, infrastructure security, availability, performance, scalability, billing, subscription and further services made available by the marketplace or the cloud provider, is governed by the terms and conditions of the applicable marketplace, cloud provider or MaaP Service;
- c) unless otherwise agreed in writing, the Licensor assumes no obligations relating to the management, availability, operational continuity, security, performance, maintenance or support of the infrastructure, runtime, endpoints, APIs or other technical services made available by the applicable marketplace, cloud provider or MaaP Service;
- d) in the event of conflict between this Agreement and the mandatory terms of the applicable marketplace, cloud provider or MaaP Service, the latter shall prevail with regard to access to the Model through the relevant platform, including APIs, runtime, hosting, infrastructure, endpoints, account, infrastructure security, availability, performance, scalability, billing, subscription and further services made available by the marketplace or the cloud provider. This Agreement shall instead remain fully applicable with regard to the license to use the Model granted by the Licensor to the Licensee, the ownership of intellectual property rights, the limitations on use of the Model and the Output, the prohibitions on training, reverse engineering, model extraction and distillation, the rules governing the Output, the absence of warranties, the limitations of liability and the indemnification.

The Licensor reserves the right to amend this Agreement. Amendments shall take effect upon publication on the website, on the marketplace or on the other applicable distribution channels. Continued use of the Model after publication of the amendments constitutes acceptance thereof, within the limits permitted by applicable law.

1. RECITALS AND ANNEXES

1.1. The Recitals and the following documents form an integral and substantial part of this Agreement:

- Model Card available at the link <https://huggingface.co/engineering-group/EngGPT2-16B-A3B> (solely as technical and informational documentation of the Model);
- Acceptable Use Policy;
- Any documentation/conditions of the applicable marketplace, cloud provider, MaaP Service and/or Order.

2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms shall mean:

- **“AI ACT”**: Regulation (EU) 2024/1689;
- **“Authorized Channels”**: the marketplaces, cloud providers, MaaP Services, third-party platforms or other channels authorized by the Licensor through which the Model is made available to the Licensee;
- **“Licensee Content”**: the Input and Output transmitted or generated in the course of using the Model through the Authorized Channels, as well as any files or data sent by the Licensee;
- **“Credentials”**: the access credentials and/or API keys made available by the applicable marketplace or cloud provider for the use of the MaaP Service or the relevant Authorized Channel;
- **“Technical Data”**: technical logs, metrics, security events and telemetry data relating to the use of the Model, where made available to the Licensor by the applicable marketplace or cloud provider in its capacity as publisher/licensor of the Model, which as a rule do not include the textual content of the Input/Output, except as may be provided for in the documentation of the applicable marketplace or cloud provider and in any event outside the operational control of the Licensor;
- **“Input”**: the prompts, instructions, data, content, files or other information entered, transmitted or made available by the Licensee in the course of using the Model through the Authorized Channels;
- **“License”**: the right to use the Model granted under this Agreement;
- **“Licensor”**: Engineering Ingegneria Informatica S.p.A. as identified in the Recitals;
- **“Licensee”**: any party that purchases, subscribes to, accepts or uses the Model under the License;
- **“Model”**: the EngGPT artificial intelligence model, as described in the Recitals, including weights, parameters and architecture, made available to the Licensee through the Authorized Channels, without transfer of the weights or other proprietary components of the Model, unless otherwise agreed in writing;
- **“Order”**: the order/subscription activated through a marketplace or other Authorized Channel, which may specify duration, fees, plans, limits and consumption metrics. In the event of conflict between the Order and the Agreement, the Order shall prevail solely with regard to the economic, duration and consumption aspects of the offering relating to the Model or the relevant Authorized Channel;
- **“Output”**: the content generated by the Model in response to the Input provided by the Licensee;
- **“Usage Policy”**: the prescriptions contained in the Acceptable Use Policy and in this Agreement that govern the permitted and prohibited uses of the Model;
- **“Maap Service”**: where applicable, the service providing access to the Model through APIs, runtime, endpoints, infrastructure or other technical features made available by the Authorized Channels, in accordance with their respective terms and conditions.

3. LICENSE

3.1. By this Agreement, Engineering, in its capacity as publisher and licensor of the Model, grants the Licensee, for the duration of the Agreement, a license to use the Model, through the MaaP offering, marketplace, cloud provider or other applicable Authorized Channel, which is non-exclusive, non-transferable, non-sublicensable, revocable and valid worldwide, in compliance with the Usage Policy and applicable law.

- 3.2. The Model is granted as a single, indivisible and integrated product, consisting of all of its technical, functional and logical components, including, by way of example and without limitation, the architecture, parameters, weights, algorithms, configurations and any support files. Therefore, the Licensee acknowledges and accepts that:
- a) it is not permitted to attempt to extract, reconstruct or infer the weights, parameters, architecture or components of the Model, nor to circumvent technical limitations of the Authorized Channels or the applicable MaaP Service (including model extraction, mass scraping, distillation techniques or equivalents);
 - b) use of the Model takes place exclusively through the methods made available by the Authorized Channels or the applicable MaaP Service, without access to internal components, files or weights.
- 3.3. No provision of this Agreement, nor the Licensee's use of the Model, may be construed as granting, expressly or implicitly, any rights, licenses or powers beyond those expressly and specifically provided for in this Agreement. In particular, no implied grant is made of any rights of exploitation, modification, distribution, sub-licensing, creation of derivative works, training of artificial intelligence models or use of the Model for purposes other than those permitted, nor any right of the Licensee to obtain a copy of the Model or its weights or to run it outside the Authorized Channels or the applicable MaaP Service.
- 3.4. Any tacit waiver, tolerance or acquiescence by the Licensor is excluded. Any right not expressly granted remains reserved to the Licensor, including by way of derogation from any industry usages, customs or practices.
- 3.5. Where the Model is used through marketplaces, cloud providers, MaaP Services or other third-party channels, the processing, transit, storage and management of the Input, Output and other Licensee data within the applicable infrastructure, APIs, endpoints and runtime remain governed by the terms, privacy notices and technical documentation of the applicable Authorized Channel. Save for a specific support request by the Licensee, a legal obligation or a different written agreement relating to separate services, the Licensor has no ordinary operational access to the content of the Input and Output generated through such channels. In any event, with regard to use of the Model through the Authorized Channels or the MaaP Service, the Licensor does not use the Input and Output transmitted or generated through such channels for training, re-training, fine-tuning or improvement of the Model, except as may be provided for in separate processes, external to the MaaP offering, and governed by distinct applicable contractual or technical documentation.

4. DURATION

- 4.1. The License is granted for the duration of the subscription provided for in the Order or in the conditions of the applicable Authorized Channel and shall remain effective until this Agreement is terminated or the License is revoked in the cases and in the manner provided for in this Agreement.
- 4.2. The Licensor's right remains unaffected to revoke the License and/or terminate the Agreement and to discontinue the making available of the Model through the Authorized Channels, in whole or in part, for legitimate reasons, including – by way of example and without limitation – breaches of the Agreement and of the Usage Policy, technical needs, security reasons, regulatory obligations, technological developments or commercial choices, it being understood that the actual suspension or cessation of access to the Model through marketplaces, cloud providers, MaaP Services or other third-party channels, as well as any operational measures relating to runtime, endpoints, APIs, authentication, credentials, rate limits or availability, may be subject to the procedures and mechanisms provided for by the applicable marketplace or cloud provider.
- 4.3. In the event of termination of the Agreement or revocation of the License, the Licensee shall immediately cease all use of the Model, deactivate any integrations under its control and cease all API calls, as well as

cease the use of the Credentials, access keys or authorizations associated with the use of the Model, save for any different obligation provided for by law and in accordance with the technical methods provided for by the applicable marketplace or cloud provider, without prejudice to the provisions of Article 11.3 with regard to the Output already generated.

- 4.4. In the event of cessation of the Agreement for any reason, the provisions of Article 11.5 shall apply.

5. METHODS OF ACCESS TO AND USE OF THE MODEL

- 5.1. The Model is published by Engineering and made available through marketplaces, cloud providers, MaaP services or other Authorized Channels of the Licensor.
- 5.2. The Model is not made available in downloadable format. The Licensee accesses the Model exclusively through the APIs, runtime and technical methods made available by the Authorized Channels or the applicable MaaP Service.
- 5.3. The Licensor reserves the right to modify at any time the methods by which the Model is distributed or made available through the Authorized Channels, as well as to replace the marketplaces used or to discontinue the distribution of the Model through certain channels, without this entailing any right of the Licensee to indemnities, compensation or claims to continuity of access to the Model, it being understood that operational access to the Model through marketplaces, cloud providers or MaaP Services remains subject to the applicable terms, procedures and technical mechanisms of such parties.
- 5.4. Access to the Model through marketplaces, cloud providers, MaaP Services or other third-party channels does not entail the grant, by the Licensor, of any right of permanent, guaranteed or uninterrupted access, nor the assumption of any obligations of availability, support or service levels (SLA), save as otherwise provided in the Order or in another written agreement between the Parties.
- 5.5. The Licensee is fully responsible, as far as it is concerned, for the preparation, management and maintenance of the technical resources necessary to access and properly use the Model, including, by way of example and without limitation:
- a) the Licensee's hardware and software infrastructure;
 - b) execution environments, operating systems and integration tools managed, where applicable, by the Licensee;
 - c) the Licensee's network connectivity and security measures;
 - d) compatibility with its own systems and processes.
- 5.6. The Licensee acknowledges that access to the Model and its use may depend on external factors beyond the Licensor's control, including infrastructure, services, APIs, endpoints or configurations made available or managed by the marketplace, the cloud provider or the Licensee, and accepts that any malfunctions, limitations or incompatibilities arising from the Licensee's technical environment or from third-party services, infrastructure or components not controlled by the Licensor may in no case be attributed to the Licensor.
- 5.7. Any integration, configuration or use of the Model takes place under the exclusive responsibility of the Licensee, who indemnifies the Licensor against any adverse consequence arising from technical, architectural or operational choices, including those relating to the use of the APIs, endpoints or other technical tools made available by the marketplace, the cloud provider or other Authorized Channels.
- 5.8. The Licensee is responsible for the safekeeping and use of the Credentials. Any activity carried out through the Licensee's Credentials is presumed to have been carried out by the Licensee. In the event of suspected unauthorized use, the Licensee shall promptly inform the marketplace or cloud provider from which it purchased access to the Model or the relevant MaaP Service in accordance with the relevant applicable procedures.
- 5.9. The Licensor reserves the right to adopt, within the limits permitted by this Agreement and by the Authorized Channels, the measures relating to the License, the Usage Policy and the offering of the Model, including the request for suspension or cessation of access to the Model, where this is necessary to comply

with regulatory obligations, requests of the competent authority, breaches of this Agreement or of the Usage Policy, or to comply with the policies of the applicable marketplace or cloud provider.

6. PERMITTED USES AND LIMITATIONS

- 6.1. Without prejudice to compliance with this Agreement, the Usage Policy and applicable law, the Licensee is permitted to:
 - a) use the Model through the Authorized Channels or the applicable MaaP Service to generate Output in support of its own activities, including professional and commercial activities;
 - b) integrate and use the Output in its own processes, products or services, under the exclusive responsibility of the Licensee;
 - c) develop technical integrations with its own systems through the APIs made available through the Authorized Channels or the applicable MaaP Service, within the limits of the Order.
- 6.2. It is prohibited to make the Model available to third parties as a stand-alone service, “resold” APIs, a white-label platform or a stand-alone component, save for written authorization of the Licensor or as provided in the Order.
- 6.3. It is understood that the use of the Output, without prejudice to the provisions of Article 10.7, does not entail any extension of the rights granted over the Model, nor does it confer on the Licensee any right beyond what is expressly provided for in this Agreement.
- 6.4. The Licensee is expressly and mandatorily prohibited, whether directly or indirectly, including through third parties, affiliates, suppliers, sub-contractors or other related entities, from:
 - a) using the Model, directly or indirectly, for the training, re-training, improvement, validation or benchmarking of other artificial intelligence models, including proprietary or third-party LLMs, even if intended for internal use;
 - b) carrying out, or attempting to carry out, including through repeated queries, reverse engineering, decompilation, disassembly, or structural, functional or behavioral analysis of the Model, including activities aimed at reconstructing its underlying logic, architecture, parameters, weights or datasets;
 - c) creating, developing or using derivative versions of the Model, including fine-tuning, adaptation, customization or modification activities, in the absence of prior written authorization of the Licensor and unless these are functions offered through the Authorized Channels or the applicable MaaP Service;
 - d) disclosing, publishing or communicating to third parties, including in scientific, academic or technical contexts, benchmarks, comparative tests, performance evaluations, technical analyses or results derived from the use of the Model, without the prior written consent of the Licensor; it being understood that, where such publication is authorized, Engineering must be indicated as the owner of the Model;
 - e) using the Model or the Output for unlawful, discriminatory or fraudulent purposes or purposes otherwise contrary to applicable law and public policy, including the provisions on personal data protection, security, the use of artificial intelligence and the protection of fundamental rights;
 - f) using the Model, the Authorized Channels or the applicable MaaP Service to extract or reconstruct the Model (model extraction / distillation), or to create training datasets from the Output for the purpose of replicating or replacing the Model.
- 6.5. The Licensee undertakes not to engage in, or allow, any conduct capable of circumventing or evading, even indirectly, the prohibitions and limitations set out in this Article, it being understood that any use of the Model or the Output producing effects substantially equivalent to those prohibited by this Agreement shall be considered, for all purposes, a breach of the Agreement.
- 6.6. Access to the Model through the Authorized Channels or the applicable MaaP Service may be subject to further usage limits specified in the Order or in the subscribed plan.

7. OUTPUT AND RESPONSIBILITIES OF THE LICENSEE

- 7.1. The Licensee acknowledges and accepts that the Model operates by means of automated and probabilistic artificial intelligence processes and that the Output constitutes the result of such automated processing.
- 7.2. The Licensee acknowledges that the Output may contain errors, inaccuracies, omissions, incomplete, outdated or non-current information, as well as content that may prove non-compliant with applicable laws, regulations, technical standards or practices. The Output does not constitute, nor may it be construed as, professional, legal, medical, financial, technical or other advice, nor does it in any way replace the judgment or intervention of qualified professionals.
- 7.3. The Licensee is solely and exclusively responsible for:
 - a) the verification, review, validation and approval of the Output, including by means of human intervention, with particular reference to cases in which the Output is used in significant decision-making processes, prior to any use, application or dissemination thereof;
 - b) the use of the Output within its own systems, products, services, decision-making processes or operational activities, including automated or semi-automated decisions;
 - c) the compliance of the use of the Output and of the Model with applicable law, including, by way of example and without limitation, the provisions on personal data protection, security, liability, consumer protection, the use of artificial intelligence and fundamental rights.
- 7.4. Any use, interpretation of or reliance on the Output takes place under the exclusive responsibility of the Licensee and at its own risk. The Licenser assumes no liability in relation to the Output generated, nor for the decisions, actions or omissions taken by the Licensee or by third parties on the basis of the Output.
- 7.5. The Licensee undertakes to indemnify and hold the Licenser fully harmless against any claim, action, demand or damage brought by third parties arising out of or connected with the use of the Output, its integration into the Licensee's products, services or processes, as well as decisions or activities carried out on the basis of the Output, even where the same have subsequently been modified or reworked.
- 7.6. In any event, the automatic or unsupervised use of the Output for taking decisions that produce legal effects or significantly affect natural or legal persons is excluded, unless such use is permitted by applicable law and takes place under the full and exclusive responsibility of the Licensee.
- 7.7. The Licensee is responsible for ensuring adequate transparency towards its own end users in relation to the use of the Model, where required by applicable law or appropriate in light of the context of use.
- 7.8. Where the Model is integrated by the Licensee within applications, platforms or artificial intelligence systems developed or managed by the Licensee, or where the Licensee uses the Model within its own products, services or business processes, the Licensee is responsible for (a) the design, implementation and management of such systems, (b) the manner in which end users interact with the Model and (c) the compliance of the systems developed and of the use of the Model with applicable law, including the provisions on personal data protection, consumer protection and the use of artificial intelligence. The provisions of this Article are coordinated with and are in addition to the provisions of Article 9 (Limitation of liability and indemnification).
- 7.9. **The Licensee acknowledges that access to the Model may take place through** the Authorized Channels or the applicable MaaP Service. The Licenser is not responsible for the availability, operational continuity, security, performance or management of such infrastructure or services, which remain governed by the relevant applicable terms and conditions.

8. ABSENCE OF WARRANTIES

- 8.1. The Licenser undertakes to put in place proportionate and adequate technical and organizational measures, in line with industry practices, aimed at promoting the reliability and security of the Model, as far as it is concerned. Notwithstanding the foregoing, the Model is provided "as is" ("*as is*") and "as available" ("*as available*"), without any warranty of continuous operation, uninterrupted availability or absence of errors.

- 8.2. The Licensee acknowledges that the availability of access to the Model through the Authorized Channels or the applicable MaaP Service depends, in whole or in part, on third-party infrastructure and services (including cloud providers and marketplaces) not under the Licensor's control and that any unavailability, limitations, interruptions or degradations of performance attributable to such parties may not be attributed to the Licensor.
- 8.3. To the maximum extent permitted by applicable law, the Licensor expressly excludes any warranty, whether express or implied, including, by way of example and without limitation:
- a) any warranty as to the accuracy, reliability, completeness, correctness or currency of the Output generated by the Model;
 - b) any warranty of compatibility with the Licensee's systems, applications or environments not expressly indicated;
 - c) any warranty of continuity, availability, timeliness, security, compatibility or absence of errors, vulnerabilities, defects or interruptions of the Model or of the third-party infrastructure and services through which the Model is made available;
 - d) any warranty of fitness of the Model or the Output for a specific purpose, including conformity with the Licensee's operational, technical, regulatory or business requirements.
- 8.4. The Licensee acknowledges and accepts that use of the Model takes place at its own risk and that the Licensor does not warrant that the Model will meet the Licensee's expectations, needs or requirements, nor that use of the Model will produce specific or consistent results. The Licensee is responsible for the security of its own systems, for the methods of access to and integration of the Model and for the integration configurations.
- 8.5. It is understood that any information, indications or support provided by the Licensor, whether oral or written, do not in any way constitute a warranty, nor do they alter the "*as is*" and "*as available*" nature of the Model, save for a different written agreement between the Parties.
- 8.6. **Where the Model is made available through** Authorized Channels or the applicable MaaP Service, the Licensee acknowledges that the availability, performance, service levels, resilience, operational continuity and security of the relevant infrastructure are governed by the terms and conditions of the respective providers and do not constitute obligations of the Licensor.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1. To the maximum extent permitted by applicable law, the Licensor shall in no case be liable for direct or indirect, incidental, consequential, special or punitive damages, whether pecuniary or non-pecuniary, including, by way of example and without limitation, economic losses, lost profits or earnings, loss of goodwill, operational or business interruptions, failure to achieve expected results, loss or corruption of data, costs of procuring substitute goods or services, errors, malfunctions, inaccuracies or unexpected behavior of the Model, reputational damage or other intangible losses, arising from the use of or the inability to use the Model or the Output.
- 9.2. In any event, any liability of the Licensor for decisions, actions or omissions taken by the Licensee or by third parties on the basis of the Model or the Output is excluded, save for cases of willful misconduct or gross negligence of the Licensor within the mandatory limits of law.
- 9.3. In any event, the Licensor's aggregate liability, on any basis and for any cause, may not exceed the amount paid in aggregate by the Licensee, in the twelve (12) months preceding the event giving rise to the claim, for the subscription to or use of the offering relating to the Model, as resulting from the Order, the marketplace or the applicable terms of the cloud provider, excluding taxes, refunds, credits, infrastructure costs, cloud services or other amounts not attributable to the License of the Model.
- 9.4. The Licensor may in no case be held liable for damages, disruptions, interruptions, malfunctions or suspensions in access to or use of the Model through marketplaces, cloud providers or other third-party infrastructure, where these are due to such parties or to fortuitous event or force majeure, or to events

otherwise not attributable to or beyond the control of the Licensor. It is understood that the availability, operational continuity, resilience, security and performance of the cloud and marketplace infrastructure used to make the Model accessible do not constitute obligations of the Licensor. Such events include, by way of mere example and without limitation: legislative, regulatory or administrative measures, orders of the judicial or governmental authority, natural disasters, fires, explosions, wars, acts of terrorism, riots, sabotage, accidents, epidemics or pandemics, strikes, slowdowns or labor disputes, as well as interruptions or malfunctions of networks, technological infrastructure, cloud services, energy supplies or third-party services, extraordinary or emergency maintenance activities, or any other event not reasonably controllable by the Licensor. It is understood that such events do not constitute a breach and do not give rise to any right to indemnity, compensation or claim against the Licensor, to the maximum extent permitted by applicable law.

- 9.5. The Licensee declares that it is not subject to international sanctions and that it does not use the Model, the Authorized Channels or the applicable MaaP Service in countries or contexts prohibited by applicable export control legislation.
- 9.6. The Licensee undertakes to indemnify and hold harmless the Licensor, as well as its directors, officers, employees, collaborators and successors in title, against any claim, action, demand, damage, cost or expense (including legal fees) brought by third parties and arising, directly or indirectly, from:
 - a) the use of the Model or the Output in breach of this Agreement, the Usage Policy and/or applicable law;
 - b) the failure to comply with legal, regulatory or administrative obligations attributable to the Licensee;
 - c) the infringement of third-party rights, including intellectual property rights, personality rights, consumer rights or provisions on personal data protection;
 - d) the integration of the Model or the Output into the Licensee's products, services, systems or processes.
- 9.7. The indemnification under this Article extends to any direct or indirect use and remains in force even where the Output has subsequently been modified, reworked or combined with other content by the Licensee.
- 9.8. It is understood that the provisions of this Article are in addition to and do not replace the indemnification and specific responsibilities provided for in Article 7 (Output of the Model and responsibilities of the Licensee), which remain fully valid and effective.
- 9.9. Where the Model is made available through the Authorized Channels or the applicable MaaP Service, the Licensee acknowledges that any service credits, remedies, service levels (SLA), resilience measures or infrastructure-related obligations applicable to the access, hosting, inference, runtime, endpoints, APIs or infrastructure through which the Model is made accessible remain governed exclusively by the terms and conditions of the relevant applicable marketplace, cloud provider or MaaP service and may not be claimed from the Licensor save for a different written agreement.

10. INTELLECTUAL PROPERTY

- 10.1. All intellectual and industrial property rights relating to the Model are and remain the exclusive property of the Licensor and/or its respective licensors, including, by way of example and without limitation, copyright, sui generis rights, trade secrets and know-how.
- 10.2. The exclusive ownership of the Licensor includes the architecture of the Model, the algorithms, parameters, weights, configurations, training methodologies and datasets, to the extent that they are owned by or available to the Licensor, as well as the related selections, organizations, processing and methods of use, the technical documentation and any other technical, functional or logical element connected with the Model.
- 10.3. The grant of the License does not entail, nor may it be construed as, any transfer, even partial, of intellectual or industrial property rights over the Model, nor as a grant of rights beyond those expressly provided for in this Agreement.
- 10.4. Any right not expressly granted to the Licensee is deemed fully reserved to the Licensor, without any relevance being given to tolerances, practices, industry customs or conduct implying consent.

- 10.5. The Input entered or transmitted by the Licensee in the course of using the Model through the Authorized Channels or the applicable MaaP Service remain owned by and under the exclusive responsibility of the Licensee, without prejudice to any third-party rights. The Licensee undertakes to limit the use, transmission or entry of Input containing personal data and confidential information to what is strictly necessary for the purpose pursued. The Licensor acquires no rights over the Input as a result of their use through the Model. Save for a different written agreement, a legal obligation or a specific support request by the Licensee, the Licensor has no ordinary operational access to the content of the Input and Output processed through the runtime, the APIs or the infrastructure of the Authorized Channels or the applicable MaaP Service, nor does it act as the Licensee's data processor in respect of the Input and Output generated through such channels with regard to the relevant runtime processing.
- 10.6. The Licensee warrants that it holds all rights, authorizations and legal bases necessary for the use of the Input and indemnifies the Licensor against any claim, action or demand brought by third parties in relation to the Input.
- 10.7. The Output generated by the Licensee through legitimate use of the Model are and remain owned by and/or available to the Licensee, to the extent that they are eligible for protection under applicable law, without prejudice to any third-party rights and in compliance with the limitations provided for in this Agreement. The Licensor acquires no rights over the Output as a result of their generation through the Model. The availability and/or ownership of the Output:
- a) does not entail any acquisition of rights over the Model, its constituent elements or its internal components;
 - b) does not confer any right of exploitation, modification, redistribution or use of the Model beyond what is expressly permitted.
- 10.8. The Output may in no case be used for purposes prohibited by this Agreement, including, by way of example, training, reverse engineering or the creation of products or services derived from the Model.
- 10.9. In no case may the use of the Input or the Output be construed as a source of derived, improved, competing or substitute rights over the Model, nor may it confer on the Licensee any right of ownership, co-ownership or economic exploitation over the Model or its developments, modifications or improvements.
- 10.10. The "EngGPT" sign, as well as any other trademark, trade name, domain name, logo, distinctive sign or identifying element attributable to the Model or the Licensor, are and remain the exclusive property of the Licensor and/or the respective rights holders.
- 10.11. The grant of the License does not confer on the Licensee any right of use, registration, reproduction, modification or exploitation, whether direct or indirect, of the Licensor's trademarks, logos or distinctive signs, save for prior written authorization.
- 10.12. The Licensee is in any event prohibited from:
- a) using the Licensor's trademarks or logos, alone or together with third-party trademarks, in such a way as to create confusion as to the ownership of the Model or the existence of partnership, endorsement or certification relationships, or in such a way as to impair the distinctiveness and reputation of the Model and of the Licensor's distinctive signs;
 - b) registering trademarks, domain names, company names or distinctive signs identical or similar to those of the Licensor;
 - c) using the name EngGPT or signs attributable to it in commercial communications, promotional materials or products of the Licensee, save for the express authorization of the Licensor.
- 10.13. Without prejudice to the provisions of Article 14, the Licensee Content remains available to the Licensee. With regard to use of the Model through the Authorized Channels or the applicable MaaP Service, the Licensor does not use the Input, Output or other Licensee Content transmitted or generated through such channels for training, re-training, fine-tuning or improvement of the Model. Any uses of the Licensee

Content for such purposes may take place exclusively within separate processes, external to the MaaP offering, and on the basis of distinct applicable contractual or technical documentation.

- 10.14. The Licensee undertakes not to challenge, directly or indirectly, the validity or ownership of the Licensor's intellectual property rights over the Model.
- 10.15. No provision of this Agreement confers on the Licensee any right of access to, use of or exploitation of the infrastructure, platforms, APIs or services made available through third-party Authorized Channels, cloud providers, marketplaces or MaaP Services beyond what is provided for in the relevant applicable terms and conditions.

11. TERMINATION AND EFFECTS

- 11.1. This Agreement shall be deemed terminated with immediate effect, by simple written notice from the Licensor to the Licensee, in the event of breach of even a single one of the following provisions, which are to be considered essential and decisive:
- a) conditions of the License;
 - b) Usage Policy;
 - c) provisions on intellectual property;
 - d) obligations relating to the use of the Output and to the responsibilities of the Licensee;
 - e) indemnification, confidentiality and security obligations;
 - f) use of the Model or the Output in breach of applicable law;
 - g) conditions of the Authorized Channel, the applicable MaaP Service and/or the Order.
- 11.2. In any event, the Licensor's right remains unaffected to terminate the Agreement and/or revoke the License with immediate effect, by written notice, in the presence of any other breach of this Agreement, or where use of the Model could expose the Licensor or the applicable marketplace, cloud provider, MaaP service or other Authorized Channel to legal, regulatory, reputational or security risks.
- 11.3. In the event of termination of the Agreement or revocation of the License, for any cause whatsoever, the Licensee shall, and shall provide the Licensor with written certification of compliance:
- a) immediately cease all use of the Model, regardless of the form, means or context in which it is employed; without prejudice to the Licensee's right to continue to use the Output lawfully generated prior to the termination or revocation of the License, provided that such use does not breach this Agreement, the Usage Policy, applicable law, third-party rights, confidentiality or personal data protection obligations, and does not entail further use of the Model, the APIs, the Credentials or the Authorized Channels.
 - b) deactivate any integration under its control, cease all API calls and cease the use of the Credentials, access keys or authorizations associated, where applicable, with the use of the Model, as well as cease the use of any SDK or client components provided, where applicable, by the Licensor, in accordance with the technical methods provided for by the applicable Authorized Channel or MaaP Service;
 - c) cease all use of documentation, materials or technical resources made available by the Licensor in relation to the Model.
- 11.4. It is understood that the cessation of this Agreement does not automatically entail the cessation of any contractual relationships existing between the Licensee and the marketplace, cloud provider, MaaP service or other Authorized Channel through which the Model was acquired or made accessible, which remain governed by the respective applicable terms and conditions.
- 11.5. The termination of the Agreement or the cessation of the License, for any cause whatsoever, does not affect the validity and effectiveness of the provisions which, by their nature or by express provision, are intended to survive, including, by way of example and without limitation, those set out in the following Articles, as well as any other provision which by its nature is intended to survive:

- Art. 6 – PERMITTED USES AND LIMITATIONS;

- Art. 7 – OUTPUT AND RESPONSIBILITIES OF THE LICENSEE;
- Art. 8 – ABSENCE OF WARRANTIES;
- Art. 9 – LIMITATION OF LIABILITY AND INDEMNIFICATION;
- Art. 10 – INTELLECTUAL PROPERTY;
- Art. 13 – CONFIDENTIALITY;
- Art. 14 – PERSONAL DATA PROTECTION;
- Art. 15 – GOVERNING LAW AND JURISDICTION.

12. UPDATES, MODIFICATIONS, MAINTENANCE AND SUPPORT OF THE MODEL

- 12.1. The Licensor reserves the right, at its sole discretion, to update, modify, improve, correct or replace the Model, in whole or in part, including its functionalities, technical characteristics, performance, architecture or internal components, including in order to adapt it to technological developments, security needs, regulatory obligations or commercial choices.
- 12.2. Updates, modifications or replacements of the Model do not entail any obligation to maintain specific functionalities, nor do they confer on the Licensee any right to the continuity, stability, backward compatibility or permanence of particular versions, save for a different written agreement between the Parties.
- 12.3. The Licensee acknowledges and accepts that the use of obsolete, non-updated or no-longer-supported versions of the Model, where made available, takes place under its exclusive responsibility, including any security risks, regulatory non-compliance, reduced performance or technical incompatibilities. The Licensor assumes no liability for damages or adverse consequences arising from the use of such versions.
- 12.4. The Licensor may carry out update, correction, evolution, modification or replacement activities of the Model, as well as activities relating to the documentation, the License, the Usage Policy and the commercial availability of the Model through the Authorized Channels, in accordance with its own operational and security policies. Save for a different written agreement, such activities are provided on a “best effort” basis and do not entail the assumption, by the Licensor, of any obligations relating to the maintenance, availability, operational continuity, performance, security or management of the infrastructure, runtime, endpoints, APIs, Credentials or other technical services made available by the applicable marketplace, cloud provider or MaaP service.
- 12.5. Any support activities provided by the Licensor in its capacity as publisher of the Model may be carried out by the Licensor at its own discretion, including without notice in the event of security emergencies, and shall be limited, save for a different written agreement, to matters relating to the License, the Usage Policy, the documentation, the permitted or prohibited uses of the Model, the Licensor’s intellectual property rights and any reports concerning the Model, abuse reports and matters relating to the Model as such. Requests relating to account, subscription, billing, technical access, APIs, runtime, endpoints, Credentials, availability, performance, infrastructure security or other operational aspects of the applicable marketplace, cloud provider or MaaP service remain governed by the terms, procedures and support channels of the relevant marketplace or cloud provider.
- 12.6. It is understood that any support links, channels or references indicated in the offering published on the marketplace or cloud provider may refer to the support channels of the marketplace or cloud provider for the technical and operational aspects within their respective competence, it being understood that the Licensor may indicate separate contacts for matters relating to the License, the Usage Policy, the rights over the Model, the documentation of the Model, abuse reports and the permitted or prohibited uses.
- 12.7. The Licensee acknowledges and accepts that the absence, suspension or limitation of maintenance, support or update activities of the Model, save for a different written agreement, does not constitute a breach by the Licensor, nor does it give rise to any indemnity, compensation or claim of any kind against it.

13. CONFIDENTIALITY

- 13.1. For the purposes of this Agreement, “**Confidential Information**” means all technical, commercial, operational and otherwise non-public information relating to the Model and the Licensor, including, by way of example and without limitation:
- a) technical characteristics, architecture, configurations, performance and functionalities of the Model;
 - b) algorithms, parameters, weights, training methodologies and technical documentation;
 - c) information relating to roadmaps, updates, versions, security measures of the Model;
 - d) any information identified as confidential or which, by its nature or context, must reasonably be considered as such.
- 13.2. The Licensee undertakes to keep the Confidential Information strictly confidential and not to disclose, communicate or make it accessible to third parties, in whole or in part, without the prior written consent of the Licensor.
- 13.3. The Licensee further undertakes to:
- a) use the Confidential Information exclusively for the purposes permitted by this Agreement;
 - b) adopt adequate security measures to protect it from unauthorized access, disclosure or improper use;
 - c) limit access to the Confidential Information to those persons who have an actual need for it, ensuring that such persons are bound by confidentiality obligations at least equivalent to those provided for herein.
- 13.4. The confidentiality obligations do not apply to information that the Licensee proves by documentary evidence in suitable written form to:
- a) have been lawfully in the public domain at the time of disclosure or to have become so without breach of this Agreement;
 - b) have already been lawfully in its possession prior to the communication by the Licensor;
 - c) have been lawfully obtained from third parties not bound by confidentiality obligations;
 - d) be required to be disclosed pursuant to legal obligations or orders of the competent authority, without prejudice to the obligation to give prompt notice thereof to the Licensor, where permitted.
- 13.5. The confidentiality obligations under this Article shall remain valid and effective even after the cessation of the Agreement, for the entire period during which the Confidential Information retains its confidential nature.
- 13.6. Breach of the confidentiality obligations constitutes a serious breach and entitles the Licensor to exercise the remedies provided for in this Agreement and under applicable law, including interim measures and immediate termination, without prejudice to the right to compensation for damages.
- 13.7. The Licensee acknowledges that breach of the confidentiality obligations under this Article may cause the Licensor serious and irreparable harm, not adequately remediable by way of equivalent compensation. In such cases, the Licensor shall be entitled to act immediately to obtain any precautionary, injunctive or urgent measure provided for by law, without the need to provide proof of actual damage, without prejudice to the right to compensation for further damage.
- 13.8. In the event of cessation, termination or expiry of the Agreement, for any cause whatsoever, or upon simple request of the Licensor, the Licensee undertakes to return or, at the Licensor’s choice, destroy without delay all Confidential Information received from the Licensor, including any copies, extracts, reproductions or archives, whether electronic or backup.
- 13.9. Upon request of the Licensor, the Licensee shall provide written certification of the return or destruction of the Confidential Information.
- 13.10. It is understood that the confidentiality obligations shall continue to apply also to Confidential Information that, due to mandatory legal obligations, cannot be physically destroyed, limited to the period of its lawful retention.

14. PERSONAL DATA PROTECTION

- 14.1. The processing of personal data connected with the performance of this Agreement takes place in full compliance with the applicable provisions on personal data protection, including, in particular, Regulation (EU) 2016/679 (“GDPR”), Legislative Decree No. 196 of 30 June 2003 as subsequently amended and supplemented (“Privacy Code”), any other European or regulatory acts or measures of the competent supervisory Authorities (collectively, the “**Privacy Legislation**”).
- 14.2. It is understood that the Licensee acts, as a rule, as an independent controller of the personal data possibly contained in the Input and/or Output transmitted or generated in the course of using the Model through the Authorized Channels or the applicable MaaP Service, and determines the purposes and means thereof. The Licensor acts as an independent controller solely for the processing carried out for its own purposes, such as, by way of example, management of the contractual relationship, administration of the License, legal compliance, handling of any support requests and protection of its own rights. The processing of personal data carried out by the marketplace or cloud provider through which the Model is made available remains governed by the terms, privacy notices and any data processing agreements applicable to such parties. Where the Licensor, in the context of separate professional services, support activities or specific configurations agreed between the Parties, processes personal data on behalf of the Licensee, the Parties shall govern such processing by means of a dedicated Data Processing Agreement (DPA), it being understood that the Licensor does not act as the Licensee’s data processor with regard to the runtime processing carried out through the Authorized Channels or the applicable MaaP Service.
- 14.3. The processing of personal data carried out by the Licensor is limited to purposes strictly connected with the management of the contractual relationship, the License, any support requests, the protection of its own rights, the security of the Model as far as it is concerned and compliance with regulatory obligations applicable to the Licensor.
- 14.4. Each Party, as far as it is concerned, adopts adequate technical and organizational measures to ensure a level of security appropriate to the risks of the processing, in accordance with the Privacy Legislation.
- 14.5. The Parties cooperate in good faith in handling data subjects’ requests and any personal data breaches, within the limits and according to the responsibilities respectively applicable under the Privacy Legislation and taking into account the roles actually assumed by each Party in the context of the relevant processing.
- 14.6. Any transfers of personal data to third countries or international organizations shall take place in compliance with the conditions provided for by the Privacy Legislation by the party carrying out the relevant transfer. It is understood that any transfers carried out by the relevant marketplace, cloud provider, MaaP service or other applicable Authorized Channel are governed by the terms and notices applicable to such parties.
- 14.7. Save where this takes place in the context of separate professional services, support activities requested by the Licensee, a legal obligation or specific configurations agreed between the Parties, the Licensor, in its capacity as publisher and licensor of the Model, has no ordinary operational access to the content of the Input and Output generated through the Authorized Channels or the applicable MaaP Service, nor does it collect or retain such content within the MaaP offering. With regard to the Input and Output transmitted or generated through APIs, runtime, endpoints or MaaP Services made available by the applicable marketplace, cloud provider, MaaP service or other Authorized Channel, the Licensor does not host the relevant service, does not manage the runtime and does not act as the Licensee’s data processor for such processing. The processing of such content within the infrastructure, endpoints, APIs or cloud services used by the Licensee remains governed by the terms and notices applicable to the relevant marketplace, cloud provider, MaaP service or other applicable Authorized Channel. Any personal data processed by the Licensor are separate from the MaaP runtime processing and are limited to the Licensor’s own purposes as publisher and licensor of the Model, as indicated in this Article.
- 14.8. With regard to use of the Model through the Authorized Channels or the applicable MaaP Service, the Licensor does not use the Input, Output or other Licensee Content transmitted or generated through such channels for training, re-training, fine-tuning or improvement of the Model. Any uses of the Licensee Content for such purposes may take place exclusively within separate processes, external to the MaaP offering, and on the basis of distinct applicable contractual or technical documentation.

- 14.9. The Licensee is responsible for verifying and accepting the privacy terms, data processing terms and applicable conditions of the marketplace, cloud provider, MaaP service or other Authorized Channel used to access the Model, as well as for configuring and using the relevant channel of access to the Model in compliance with the applicable Privacy Legislation. The Licensor is not responsible for the processing carried out independently by the marketplace, cloud provider, MaaP service or other Authorized Channel, nor for the configurations, instructions or methods of use adopted by the Licensee within such channels or services.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This Agreement is governed by and construed exclusively in accordance with Italian law, with the express exclusion of the application of conflict-of-laws rules.
- 15.2. For Licensees that qualify as consumers, the application of the mandatory provisions laid down by any applicable consumer protection legislation remains in any event unaffected.
- 15.3. For any dispute relating to the validity, interpretation, performance, termination or otherwise connected with this Agreement:
- a) in relations with professional Licensees or businesses (B2B), the Court of Milan shall have exclusive jurisdiction;
 - b) in relations with consumer Licensees (B2C), the court of the place of residence or domicile of the consumer shall have jurisdiction, pursuant to the applicable mandatory legislation.
- 15.4. Within the limits permitted by law, the Parties expressly waive any other concurrent or alternative forum to those indicated in this Article.
- 15.5. It is understood that any contractual relationships existing between the Licensee and the marketplace, cloud provider, MaaP service or other Authorized Channel through which the Model is made available or accessible remain governed by the respective applicable terms and conditions, including with regard to the governing law and jurisdiction possibly provided for by such terms.

16. ASSIGNMENT OF THE AGREEMENT

- 16.1. The Licensee may not assign, transfer, novate or otherwise dispose of, in whole or in part, this Agreement, or the rights or obligations arising from it, without the prior written consent of the Licensor.
- 16.2. The assignment of the Agreement is in any event prohibited in the context of outsourcing operations, internal reorganization or transfer of a business unit of the Licensee that entail the substitution of third parties in the use of the Model or the License, save for written authorization of the Licensor.
- 16.3. The Licensor may assign or transfer this Agreement, in whole or in part, within the limits permitted by applicable law and without the need for the Licensee's consent, in favor of companies of the same group, parent, subsidiary or affiliated companies, as well as in connection with extraordinary transactions such as mergers, demergers, transfers of business or of business units, corporate reorganizations or transfers of activities.
- 16.4. It is understood that the assignment by the Licensor shall not entail a substantial reduction of the rights granted to the Licensee under this Agreement.
- 16.5. It is understood that any transfer, assignment or substitution in accounts, subscriptions, orders or relationships activated through marketplaces, cloud providers, MaaP Services or other Authorized Channels remains subject to the terms and procedures provided for by the relevant marketplace, cloud provider, MaaP service or other Authorized Channel and does not automatically entail the transfer of the License without the consent of the Licensor, where required by this Agreement.

17. FINAL PROVISIONS

- 17.1. This Agreement constitutes the entire agreement between the Parties and fully replaces any prior understanding, agreement, communication or arrangement, whether written or oral, between the Parties in relation to the subject matter of the Agreement, without prejudice to the provisions of the Order and the

applicable terms and conditions of the marketplace, cloud provider, MaaP service or other Authorized Channel, limited to the aspects governed by them.

- 17.2. The application of the mandatory provisions laid down by applicable law remains in any event unaffected, in particular in relations with Licensees that qualify as consumers.
- 17.3. Any nullity, invalidity or ineffectiveness of one or more provisions of this Agreement shall not entail the nullity or ineffectiveness of the remaining provisions, which shall remain fully valid and effective.
- 17.4. In relations with consumers, the Parties agree that null or ineffective provisions shall be replaced, where necessary, by the corresponding mandatory provisions of law, in compliance with the contractual balance.
- 17.5. The failure by either Party to exercise rights or powers provided for in this Agreement does not constitute a waiver thereof, nor does it prejudice the right to exercise them subsequently.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, where applicable, the Licensee acknowledges that this Agreement contains, among others, clauses relating to limitations of the License (Art. 3), duration, revocation and cessation of the License (Art. 4), methods of access to and use of the Model (Art. 5), restrictions on use (Art. 6), responsibilities of the Licensee for the Output (Art. 7), absence of warranties (Art. 8), limitations of liability and indemnification (Art. 9), termination and effects (Art. 11), updates, modifications and support of the Model (Art. 12), confidentiality and interim remedies (Art. 13), jurisdiction (Art. 15) and assignment of the Agreement (Art. 16).