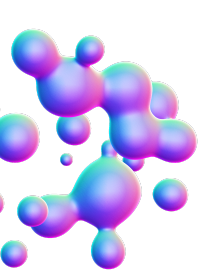




Terms and Conditions

Validity: 29/05/2024 to 31/10/2025



Terms and conditions

This text ("Contract") defines the terms and conditions under which Tuurbo Srl (the "Supplier"), with registered office in Catania (CT), Via A. Fleming SNC, tax code and registration number in the Companies Register of the Catania Chamber of Commerce 06099510874, VAT number 06099510874, certified email tuurbo@pec.it, in the person of its legal representative pro tempore, will offer each of its customers (the "Customer") the services described below and in any attachments or technical documents that the Customer hereby declares to have carefully reviewed.

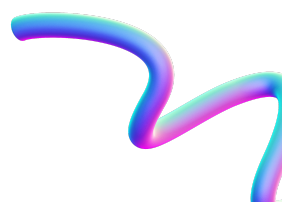
If you are entering into a contract on behalf of a company, organization, or other legal entity ("Entity"), you represent to Tuurbo Srl that you have the authority to bind such Entity to the Contract, and all terms of this Contract shall directly refer to such Entity.

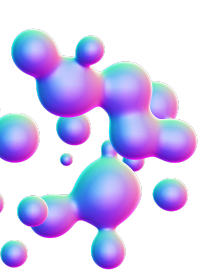
If the natural person does not have such authority, he/she must not accept the Agreement and must not use the Services, as defined below.

Tuurbo and the Customer are hereinafter also referred to as each "Party" and jointly "Parties".

WHEREAS

- ❖ This Agreement governs the use of the solutions based on the "Tuurbo" services (hereinafter also "Services") in the various versions available together with any software made available in relation to such services;
- ❖ Tuurbo is the company that owns the Tuurbo brand and website www.tuurbo.ai and all the URLs attributable to it (hereinafter jointly referred to as the "Site") through which it offers its customers tools for the improvement (hereinafter the "Tool" or "Tools") of websites such as, by way of example and not limited to, improving the performance of websites;
- ❖ The Client needs, with reference to one or more websites owned by him and/or managed by him on behalf of third-party clients and depending on the services chosen, to:
 - improve website performance in terms of response speed;
 - facilitate the positioning of the website in Google search results;





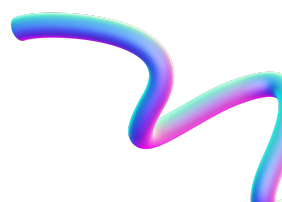
- improve the availability of website content by distributing static content across multiple delivery nodes;
- ❖ It is the Customer's intention to access Tuurbo's Services under the terms and conditions set out in this Agreement, which Tuurbo is willing to accept.
- ❖ The Customer represents that it has the necessary authority and authorization to install the service on the websites or domains, as well as for all subdomains and associated web pages, on which it intends to install the service, indemnifying the provider from any liability in this regard. Accordingly, the Customer is authorized to activate the service on third-party domains, excluding any right to distribute, resell, or license it to third parties, unless prior written authorization from Tuurbo is obtained. The Customer agrees to indemnify Tuurbo from any dispute arising from the activation and use of the Services.
- ❖ The Customer acknowledges that the Tools will be provided under the terms and conditions set forth herein (link:<https://www.tuurbo.ai/termini-e-condizioni/>), except as provided for in specific contracts.
- ❖ The Customer also acknowledges that the Tools may carry out personal data processing operations and that such data will be processed in compliance with the GDPR as indicated in the privacy policy attached or on the Site <https://www.iubenda.com/privacy-policy/70816578> and, if the Company is qualified as data controller, as indicated by the appointment as external data controller referred to on the Site link: <https://www.tuurbo.ai/dpa/>

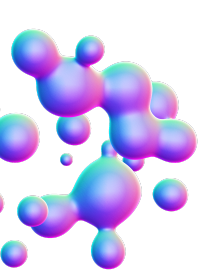
THE PARTIES AGREE AND STIPULATE AS FOLLOWS

Art. 1 – Object of the contract

Tuurbo provides the Customer with the “Tuurbo” Services as better described on its website on the page <https://www.tuurbo.ai/> according to the features and functionality present and updated from time to time.

Tuurbo facilitates, enables, and automates loading performance optimization functions, improving the user experience of websites, e-commerce sites, and





online portals. Access to the Service may be determined or otherwise limited by the terms of the applicable Subscription Plan (as defined herein) selected by the Customer, which Subscription Plan is identified and described on the website or in any order form sent to the Customer electronically, or via a separate order document, or via another ordering process as may be designated by Tuurbo from time to time.

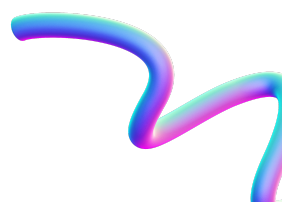
The Customer accepts the Service for themselves or for third parties to whom they offer IT consultancy or support. In this regard, by accepting the following Terms and Conditions of Service, the Customer expressly declares that they are authorized to activate the service on third-party domains, excluding any right to distribute, resell, or license it to third parties, unless prior written authorization is obtained from Tuurbo. The Customer also agrees to indemnify Tuurbo against any dispute arising from the activation and use of the Services in question.

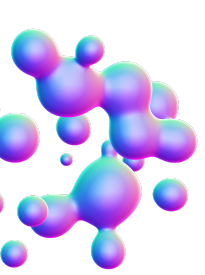
The Customer will be enabled by the supplier to access a reserved area, within which it will be possible to interact with the Services at any time, and in particular, by way of example only, carry out actions such as:

- check your Subscription Plan consumption
- check some statistical data relating to visits to your website
- request to open a technical support ticket;
- deactivate or suspend the operation of the “Tuurbo” Service or Services at any time

Art. 2 – Interpretation and language

The Recitals and each of the Annexes mentioned constitute an integral and substantial part of the Contract, even if not physically attached to it. Likewise, all external references to the Contract—and in particular links to the web pages of the Tuurbo website—are to be considered an integral and substantial part of the Contract with the Customer, fully effective with respect to the latter. The language of the Contract is Italian: all correspondence, communications, drawings, test reports, certificates, specifications, and information will be in Italian, as will all written instructions, communications, and notices required pursuant to the Contract or for the purposes envisaged therein. Any





translations will be prepared and provided solely for the purpose of better understanding the Services by the Client.

Art. 3 – Methods of providing the Service

The Supplier assumes the risk of completing the service, undertaking to organize, execute, and supervise its performance completely independently, with its own organization and resources, and to guarantee the highest technical and quality standards, in compliance with the provisions of the following clauses.

The Supplier undertakes to perform the Service in a workmanlike manner, with the required professionalism, diligence and expertise.

Art. 4 – Duration and withdrawal

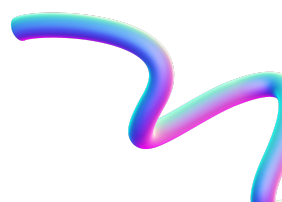
The Supplier may withdraw from the contract for just cause, subject to prior notice to the Customer and supporting documentation. In this case, the Supplier is entitled to reimbursement of expenses incurred and compensation for the Service provided, to be determined based on the resulting benefit to the Customer.

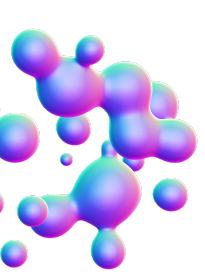
The Contract will become effective from the date the Customer requests Service activation, even if made within their reserved area, or from the date the contract is signed and will remain in force for 30 calendar days. The Contract will automatically renew upon expiration for an equal period.

Please note that the service activation date coincides with the activation confirmation sent by Tuurbo via email or upon activation of the “Tuurbo” service within the Customer’s reserved area.

The Customer may withdraw from the contract, even if the execution of the Service has begun, provided that he indemnifies the Supplier for the expenses incurred, the work performed and the loss of earnings.

The right of withdrawal is a right that allows European consumers to cancel a contract within 14 days of the effective date. Since Tuurbo already offers customers a 7-day free trial, our service does not provide a right of withdrawal, in accordance with an exception that applies to digital content providers.





Tuurbo does not offer a right of withdrawal in any European country, however you can cancel your subscription at any time during the 30-day free trial or thereafter according to your billing cycle.

We are required by law to inform users that the service does not provide a right of withdrawal. Therefore, when our customers subscribe in any European country, they acknowledge that they are waiving their right of withdrawal. Waiving the right of withdrawal does not affect any other rights granted to consumers and does not affect the ability to cancel the subscription at any time.

To cancel your subscription, we may need the following information: payment information (name, transaction ID, etc.), email address, login name, and a brief comment explaining your wish to cancel the service.

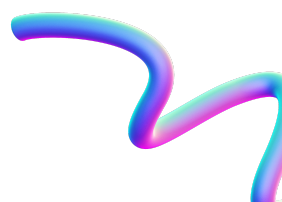
Only in specific cases and at our sole discretion may we decide to refund your money. Any refunds will be processed within 15 days of approval. Refunds will be processed using the same payment method used to purchase the subscription.

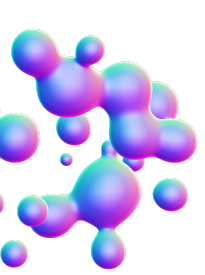
If we need to process a refund, we may retain 35% of the amount for administrative fees, commissions, and other charges.

Repeated registrations and/or subscriptions to paid Services and cancellations, followed by refund requests, by a User may, in our sole discretion, be deemed to be made in bad faith, and we reserve the right to discontinue the Service and refuse any refunds otherwise available to such User.

Art. 5 – Subscriptions and subscription costs

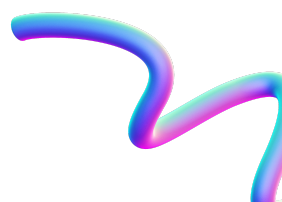
Subscription Plans. The Service is offered on a subscription basis and in accordance with the service plan selected by the Customer and identified in the Order (also "Subscription Plan") in a separate agreement or within the activation flow on the website. We may modify, terminate, or replace the Service or any Subscription Plan from time to time at our sole discretion and without notice. The Customer is responsible for carefully reviewing the scope and limitations of any Subscription Plan before placing an Order.

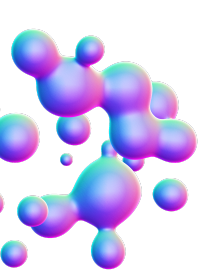




Trial Period. Subscription to the Service may be preceded by a free trial (a "Trial") as defined on the website at the time of activation of the Subscription Plan or in the agreement. Tuurbo Srl reserves the right, at its sole discretion, to determine eligibility for a Trial. If a Customer activates a Trial Period, he or she may use only those portions of the Service included in his or her Trial, only for the duration of such Trial and only for the purpose of evaluating the suitability of purchasing the Service. Upon expiration of any trial period, access to the Service will cease, unless the Subscriber has purchased a Subscription Plan in accordance with the terms of this agreement.

Subscription Fees. As consideration for Tuurbo's provision of the Service, Customer will pay Tuurbo all subscription fees and other amounts set forth herein, or upon activation of the Service on the website, or in the Order. Unless otherwise specified, a customer must have a valid credit card or other payment method valid with Tuurbo (a "Payment Method") to access (or allow Authorized Users to access) the Service. By providing a Payment Method to Tuurbo, Customer expressly authorizes Tuurbo to charge Customer the subscription fees and other amounts applicable to Customer's Subscription Plan at the applicable frequency and rate then in effect. Unless otherwise expressly agreed, the subscription fees applicable to Customer's Subscription Plan will be listed in an attachment to this document or on the website <https://www.tuurbo.ai/> on the date of activation or renewal of the Subscription Plan. Tuurbo will charge the applicable subscription fees and other amounts in advance and to the payment method provided by the Customer during registration or in the order (or to a different payment method if the Customer provides a written change request via email containing an alternative and valid payment method). For services purchased by the Customer on a Pay-Per-Use basis, all fees and related calculation methods will be applied according to the rates indicated in this agreement, in separate agreements, or on the Website <https://www.tuurbo.ai/> and charged en masse at the end of the subscribed month if the amount is lower than the value of the Subscription Plan, otherwise they will be charged en masse when the value of the Subscription Plan is exceeded.





ALL SUBSCRIPTION FEES ARE DEEMED RECEIVED IN FULL UPON PAYMENT AND ARE NON-REFUNDABLE.

Pay-Per-Use Add-on. Once the monthly service limits included in the subscription plan are exceeded, in order to ensure service continuity, the customer agrees to the provider charging this additional service from time to time to the payment method chosen when activating the primary service. If the limits set forth in this service are exceeded, the customer agrees to reapply the same fee to the same payment method as often as necessary.

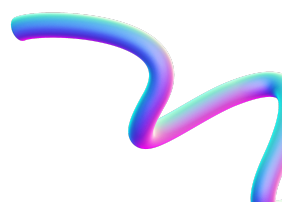
Example: If the customer exceeds the total number of prepaid PageViews in their subscription plan by one (100,000 pageviews), Tuurbo Srl will charge the cost of this service to cover the additional pageviews generated by the customer's website up to the overall maximum indicated in the service (50,000 pageviews). Once this additional threshold is exceeded, the same rate will reapply until the end of the current month of the subscription plan.

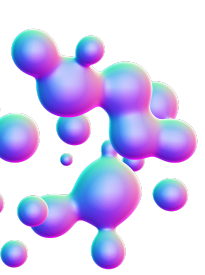
Example: If the customer exceeds the total number of prepaid Optimizeable Pages in their subscription plan by one (10,000 Optimizeable Pages), Tuurbo Srl will charge the cost of this service to cover any additional Optimizable Pages generated by the customer's website up to the overall maximum indicated in the service (5,000 Optimizable Pages). Once this additional threshold is exceeded, the same rate will reapply until the end of the current month of the subscription plan.

All payments due will be calculated and charged to the customer from time to time whenever the monthly threshold set by the subscription plan or by any add-ons previously charged during the term of the subscription plan is exceeded.

At each contract renewal, all page views counted and billed up to that point will be reset to zero.

1. **Renewal terms.** Subscription Plans will automatically renew for the same term at the end of the initial subscription period, unless and until



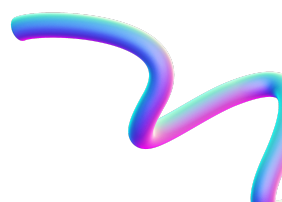


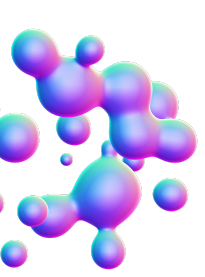
Customer cancels their Subscription Plan or it is canceled by Tuurbo. CUSTOMER MUST CANCEL THEIR SUBSCRIPTION PLAN BEFORE RENEWING FOR A FURTHER SUBSCRIPTION PERIOD TO AVOID BILLING FOR SUBSCRIPTION FEES FOR A FURTHER SUBSCRIPTION PERIOD AND A CHARGING TO THEIR PAYMENT METHOD.

2. **Cancellation.** Unless otherwise stated, a Customer may cancel their Subscription Plan at any time; provided, however, that such cancellation will not become effective until the end of the then-current subscription period. Even after canceling their Subscription Plan, Customer will continue to have access to the Service in accordance with the terms of their applicable Subscription Plan for the remainder of the then-current subscription period, accruing any pay-as-you-go fees. TUURBO DOES NOT PROVIDE REFUNDS OR CREDITS FOR THE SERVICE OR ANY SUBSCRIPTION PLAN, INCLUDING ANY PARTIALLY USED SUBSCRIPTION TERMS.

To cancel a subscription plan, the customer must deactivate automatic renewal using the dedicated panel made available to them or send a written cancellation request via email to Tuurbo at support@tuurbo.ai and include "TUURBO SUBSCRIPTION DEACTIVATION REQUEST" in the subject line. For further information or assistance, the Customer can contact the support team using the methods provided for their Subscription Plan. Subscription Plan cancellations will be effective only if submitted in accordance with the requirements and as set forth in this Agreement.

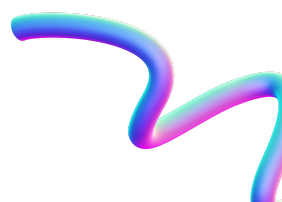
3. **Subscription fee changes.** Subscriber acknowledges that the amount billed for each subscription period may vary due to "Pay-per-Use" feature usage and/or promotional offers and/or changes made by Tuurbo or the Customer to the subscription plan (including, but not limited to, upgrades or downgrades). If the Customer's Subscription Plan is upgraded or downgraded, the Payment Method will automatically be charged the new rate for the next billing cycle. TUURBO WILL NOT PROVIDE ANY REFUNDS OR CREDIT FOR ANY SUBSCRIPTION PLAN UPGRADES OR DOWNGRADES. Subscriber agrees and acknowledges that,

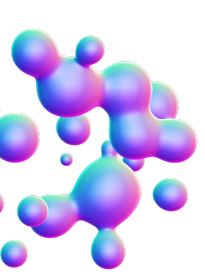




in the event Subscriber downgrades to a lower Subscription Plan, such downgrade may result in the loss of accessible Service features or other changes to the User Account or access to the Service. Subscriber expressly accepts all risks associated with such downgrade and acknowledges that Tuurbo is not and will not be responsible for any problems relating to access to its website.

4. **Taxes.** The fees specified in this Agreement are exclusive of all taxes, duties, levies, fees, and other government charges (including, but not limited to, VAT) (collectively, "Taxes"). Subscriber will be responsible for all taxes and any interest and/or penalties arising from any payments made hereunder.
5. **Promotions.** Tuurbo may from time to time offer promotions on the Site, through its communications channels and through its representatives and agents, or in connection with the Service (including, but not limited to, Trials) that may affect pricing and may be governed by terms and conditions separate from these Terms. In the event of a conflict between the terms of a promotion and these Terms, the terms of the promotion will prevail.
6. **Pageviews or PageViews.** This means the total number of times a customer's web page is: either opened or viewed on the browser or optimized by the Tuurbo system, a BOT or a visitor during the month of application of the following contract.
For example: If a user clicks the load button again after reaching the page, this is counted as an additional page view. If a user visits a different page and then returns to the original page, a second page view is also recorded. Every time a web page on the domain or subdomain on which Tuurbo is installed is requested or optimized during navigation, it will be counted as an additional page view.
7. **Optimizable pages.** This refers to the total number of unique URLs of the domain and/or any subdomains on which the service is installed and which will be optimized by the Tuurbo system during the month of application of the following contract.





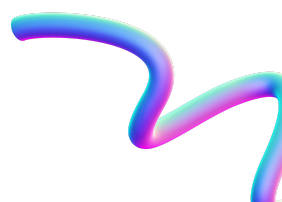
8. **Addon Pay Per Use – Pageviews.** It consists of progressively charging the Customer for all Pageviews generated in excess of those already prepaid by the customer within the period between the first day of renewal of his plan and the last day scheduled before the renewal of his subscription.
9. **Pay Per Use Addon – Optimizable Pages.** It consists of the progressive charging to the Customer for all Optimizable Pages in excess of those already prepaid by the customer within the period between the first day of renewal of his plan and the last day foreseen before the renewal of his subscription.
10. **The subscription fee does not include.**
 - a. The supply of hardware or licenses for any software, plug-ins, hosting, domains, etc.;
 - b. Repair and/or replacement of hardware and software;
 - c. On-site interventions at your offices;
 - d. Photographic, video and/or other multimedia material, original or purchased from professionals and/or specific providers;
 - e. Any additional modules must be purchased by the customer. It is recommended that the customer, if not already active, set up a daily backup plan with their preferred hosting provider in advance;
 - f. Any activity not included in this preliminary analysis;
 - g. Anything not expressly stated in the contract and its attachments

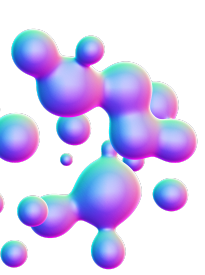
Art. 6 – Unilateral modification of the Contract

Before each renewal of the Contract, Tuurbo may communicate the change in the expected fees based on a new price list.

Likewise, Tuurbo reserves the right to modify the other terms of the Contract unilaterally, by means of specific written communication sent to the Customer via email and/or via notification within the software interfaces.

The update will be communicated at least 30 (thirty) days before it comes into force: the new Contract terms will therefore be applied at the beginning of the next renewal period.





Where a link to the Tuurbo website is temporarily non-functional, or is changed without a corresponding update to this text, the Parties hereby accept and agree to consider the new address ("URL") used by Tuurbo as valid.

Art. 7 – Fee and payment terms

The Customer undertakes to pay the amounts indicated in his personal area or in the Order Form, under the terms and conditions set forth therein.

The Supplier undertakes to issue the appropriate tax documentation associated with the payment.

The Supplier reserves the right to suspend the Service if the Customer is in arrears due to non-payment of the above fees. In this case, resumption of the Service is subject to full payment of the outstanding fees, plus any interest due.

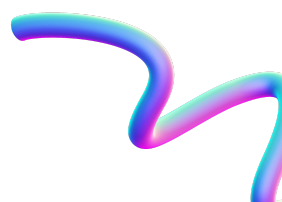
If the delay in payment of the amount due by the Customer lasts more than 30 days beyond the agreed upon deadline, the contract will be terminated pursuant to art. 1456 of the Italian Civil Code. In this case, termination occurs when the Supplier declares in writing to the Customer that it is availing itself of this clause. The Supplier will still be entitled to payment of the Fee plus any interest due.

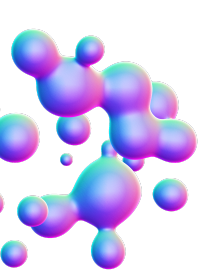
The fees will be invoiced to the Customer, regardless of their location, by the company Tuurbo Srl, with registered office in Catania (CT), Via A. Fleming SNC, tax code and registration number in the Company Register of the Catania Chamber of Commerce 06099510874, VAT number 06099510874.

The currency applied will be the Euro, and the amounts are shown net of VAT, where applicable.

The fees owed by the Customer to Tuurbo for the provision of the Services include a fee valid for 30 calendar days to be paid in advance on the date of first activation of the Service and, subsequently, on the date and time of renewal.

The Parties acknowledge that the Fee will be paid by the Customer via automatic debit to the Customer's current account via SEPA debit, credit card or equivalent method.



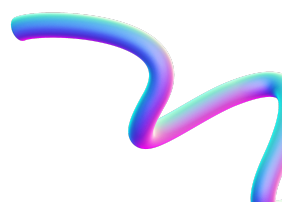


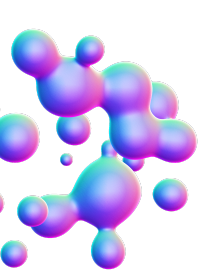
The Customer expressly authorizes Tuurbo to use, where it deems necessary, a third-party company for payment processing, consenting, by using the proposed system, to the acquisition of the necessary payment information from such third party.

The Customer authorizes Tuurbo to charge the aforementioned payment method for any additional costs attributable to it pursuant to the Contract, with particular reference to access to Service levels higher than those chosen during registration and to "Pay-Per-Use" services.

Art. 8 – Suspension, Limitation and Interruption of Services

1. The supplier has the right to suspend and/or interrupt, at any time and without notice, the provision of the Services in the event, in particular, of:
 - a. failures of the network and tools, including those of third parties, for the provision of the Services due to unforeseeable circumstances or force majeure, as well as in the case of non-programmable and/or foreseeable and technically indispensable modifications and/or maintenance;
 - b. failures and malfunctions of machines and software, whether owned by the Supplier or its suppliers, or in the event of activity and/or inertia of the latter or due to equipment owned by the Customer;
 - c. justified reasons of security and/or guarantee of confidentiality;
 - d. failure and/or malfunction that causes danger to people.
2. The interruption or limitation of service will be strictly necessary to allow Tuurbo Srl to conduct a thorough investigation into the anomaly found and, where necessary and possible, to implement corrective measures to resolve the anomaly.
3. Tuurbo Srl undertakes to ensure that the service limitation is maintained for the shortest possible time, limited to the duration necessary to investigate and, if feasible, resolve the detected anomaly.
4. The Customer acknowledges and agrees that, under the circumstances described in this clause, Tuurbo Srl is unable to guarantee a minimum or consistent Service Level Agreement (SLA). Therefore, Tuurbo Srl will not be held





liable for any loss, damage, or inconvenience suffered by the Customer due to the interruption or limitation of service as provided in this clause.

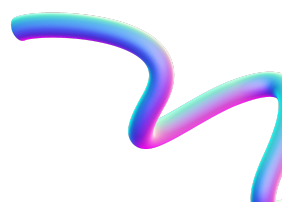
5. The Customer acknowledges and accepts that in any case in which a suspension and/or interruption of the Services occurs, even if not dependent on facts attributable to the Supplier, the latter will implement the necessary actions within the shortest possible timeframe, as better indicated in the following article.

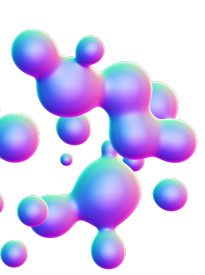
6. Under certain circumstances, even without notice, Tuurbo may close the Customer's account or limit access to the Service. Reasons for this include, but are not limited to: breaches of the Agreement, requests from law enforcement or other government agencies, or the provision of false or incorrect information in the Customer's account. Following the closure of the Customer's account, Tuurbo reserves the right, 30 days after the event, to delete all data without the possibility of restoring it. In this regard, the Customer may, within this period, submit a request for access to the data, according to the established procedures, which will be evaluated by Tuurbo based on the circumstances.

7. Tuurbo also reserves the right to suspend the service 48 hours after sending the Customer a notification of non-payment of any amount due. The Customer acknowledges that, following failure to pay the amount due within the deadline, the website subject to the Service may no longer be accessible to Internet users, and assumes full responsibility for this for itself and any third-party owners of the site. During this suspension period, the service setup functions will be retained by Tuurbo for an additional 7 (seven) days. If this additional period elapses without the Service being reactivated by the Customer with payment of the amount due, the stored configurations will be permanently deleted.

8. Tuurbo shall not in any case be liable to the Customer in any way for the unavailability of the Services.

9. The Services are primarily offered as a platform for caching assets and serving HTML website pages. Customer agrees to use the Services solely for the purpose of providing web pages viewed through a web browser or other functionally equivalent applications, including rendering Hypertext Markup





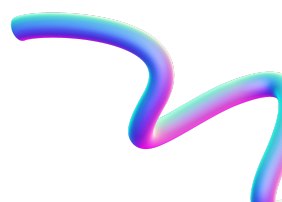
Language (HTML) or other functional equivalents, and serving web APIs. Use of the Services to publish videos or a disproportionate percentage of images, audio files, or other non-HTML content is prohibited. In this regard, use of the Services to publish material other than HTML or similar code is deemed permitted if such other material generates less than 40% of the total traffic used by the Customer over a 30-day period.

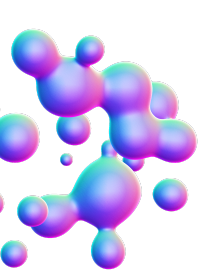
10. If Tuurbo finds that the Customer has violated any provision of this Agreement, it may immediately suspend or limit use of the Services, or limit end users' access to certain resources through the Services. Failure to object does not, under any circumstances, constitute approval or acceptance of the Customer's non-compliant behavior.

Art. 9 – Limitation of liability

The Customer releases the Provider from any liability for direct or indirect damages to itself or to third parties. The Service and the Site are provided "as is" and "as available," without warranties of any kind, and Tuurbo hereby disclaims any warranties, express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, quality, title, and non-infringement. Neither Tuurbo nor anyone associated with Tuurbo makes any representations or warranties regarding the completeness, security, reliability, quality, accuracy, or availability of the Site or the Service. Without limiting the foregoing, neither Tuurbo nor anyone associated with Tuurbo represents or warrants that the Service or the Site, or any results generated therefrom, will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Service, the Site, or the servers that make them available are free of viruses or other harmful components, or that the Service or the Site will otherwise meet your needs or expectations. As between you and Tuurbo, you assume all risks in connection with your use, interpretation, and reliance on the Service, the Site, and all content and results generated therefrom.

Art. 10 – Customer obligations

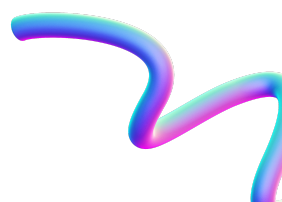


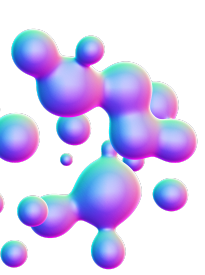


The Customer hereby undertakes to provide diligent cooperation in good faith and to carry out any useful or necessary activity so that Tuurbo can regularly offer the Services and fulfil its obligations under the Contract.

In this regard, the Customer must, among other things:

- a. ensure the adequacy and correct functionality of the hardware and software configurations that interface with the Supplier's technical resources;
 - b. ensure that its procedures remain compatible with the Services that the Supplier must provide;
 - c. pay any amounts due to the Supplier under the Contract and/or this agreement within the time limits indicated;
 - d. enter and keep updated your contact information, billing information (where applicable), and information relating to your payment method (e.g. credit card, etc.), including within your reserved area, if available;
 - e. allow for the measurement of page views, as defined in this agreement.
 - f. guarantee that you have all rights and authorizations necessary to provide your content using the Services. Activation of the Services must not violate any local, state, European, or international laws and regulations (including, but not limited to, those relating to export control or electronic communications) to which you or any third party are subject;
 - g. cooperate in good faith with Tuurbo to best manage any critical issues, reports, or problems that may arise from the use of the Services.
3. The Customer indemnifies and holds the Company harmless from any prejudice, cost, damage or expense, of any nature (including legal fees), which may arise from the inaccuracy or untruthfulness of what has been declared and guaranteed by the Customer.
4. The Customer declares that the Company will not be responsible for any malfunctions or suspensions of the Services due to internet connection problems or other events not attributable to the Company itself.
5. Upon termination of the Contract, the Customer agrees to restore any configurations to ensure that the Services are no longer used, for example by modifying the Domain Name System records of each activated website and





thus restoring the status prior to the activation of the Services. This restoration activity must be completed by 11:59 PM on the last day of the Service termination. If this is not done, after 48 (forty-eight) hours from the termination of the Service, in the event of failure or incorrect action by the Customer, the Customer acknowledges that the website subject to the service may no longer be accessible to Internet users. The Customer assumes full responsibility for this, both for itself and for any third-party owners of the website.

Art. 11 – Confidentiality obligations

Without prejudice to legal obligations, the Parties undertake to maintain strictly confidential and not to disclose to third parties and not to use, except as strictly necessary for the performance of the Contract, any data or information of which they have become aware during or as a result of the negotiation, signing or performance of this Contract, in any form and on any medium.

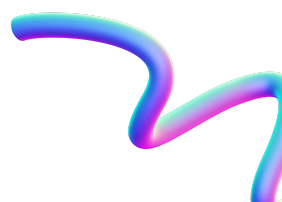
The confidentiality obligations set forth in this clause shall be effective for the entire duration of the Agreement.

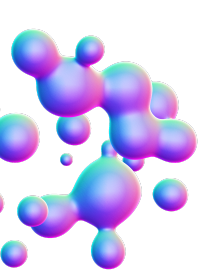
In the event of termination of this Agreement, for any reason whatsoever, the Parties undertake to return, within 15 days of termination, all material, in paper or digital form, pertaining to the other Party which they have come into possession of in the execution of the assignment, with the undertaking not to retain a copy thereof.

Pursuant to Article 1381 of the Italian Civil Code, the Parties guarantee that the confidentiality obligations set forth above will be respected by all persons who become aware of the confidential information in the performance of the Contract.

Art. 12 – Assignment of the Contract

The Supplier may perform the Services either directly or through agents, sub-concessionaires and/or agencies, without prejudice to Tuurbo Srl's full liability towards the Customer for any breach by such parties.





The Customer may not assign, in whole or in part, the Contract or the obligations arising therefrom to third parties.

In the event of a violation, even partial, of the above obligations, the contract will be terminated pursuant to art. 1456 of the Italian Civil Code. In this case, termination occurs when the interested party declares to the other, in writing, that they are availing themselves of this clause.

Art. 13 – Prohibition of competition

The Client undertakes not to engage in any competitive behavior, or any behavior that may be recognized as such given the circumstances of the specific case, for the entire duration of the Contract. It is specified that competitive behavior includes the creation of tools and services similar or identical to those covered by this Contract.

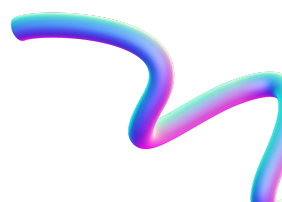
Should the Customer violate the provisions of the previous paragraph, a penalty of €10,000.00 (twenty-five thousand/00) will be applied pursuant to art. 1382 of the Italian Civil Code, without prejudice to the right to compensation for further damages.

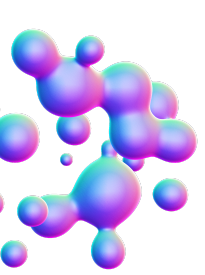
Art. 14 – Intellectual property

The Customer represents and warrants that the trademarks, patents, utility models, industrial designs, software, know-how, creative works and any other intellectual property rights of Tuurbo, or in any case used by the same, for the provision of the Services, are: (i) owned by it or legitimately held or used by it; (ii) have been duly registered; (iii) do not violate the rights of third parties and, finally, (iv) will be maintained, subject to the limits of the Law, for the entire duration of this Agreement.

The Service may contain links to or otherwise allow access to third-party applications and services (“Third-Party Services”) that are not owned or controlled by Tuurbo. When you access third-party websites or Third-Party Services, you do so at your own risk. Tuurbo encourages you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third-party website or Third-Party Service (“Third-Party Terms”).

Tuurbo has no control over, and assumes no responsibility for, the content,





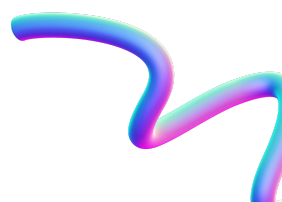
accuracy, Third-Party Terms, or practices of any third-party website or Third-Party Service. Further, Tuurbo does not and cannot control, verify, censor, or edit the content of any third-party website or Third-Party Service. When visiting or using a third-party website or Third-Party Service, you acknowledge that such third-party website or Third-Party Service is subject to the applicable Third-Party Terms and releases Tuurbo from any liability arising directly from your use of such websites or Third-Party Services. Customer agrees that Tuurbo is not responsible for such third parties or their products or services. Such activities and the third-party terms associated with such activities are solely between Customer and the applicable third party.

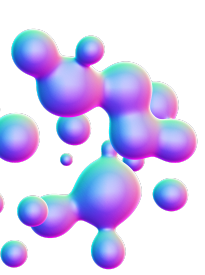
The Customer acknowledges and agrees that the legal ownership and related economic exploitation rights of the know-how and software programs made available by Tuurbo for the execution of the Services are and remain the exclusive property and availability of Tuurbo or Tuurbo's licensors.

By signing this Agreement, the Client agrees that Tuurbo may use, without any additional charge, and publish in any document and/or presentation for the purpose of commercially promoting the business and services (i) the Client's logo and name, as well as (ii) the logo and name of third-party websites and companies on which the Service has been activated by the Client, as well as (iii) any information in its possession regarding the Client's use of the Services and the related percentage impact on improvements in the Client's performance and any data or statistics deducible from use of the service.

Tuurbo undertakes not to use the logos and names of clients or third-party users of the service in a harmful or misleading manner and to suspend their use in the event of a request to cease use of the name or logo, forwarded by the interested parties to legal@tuurbo.ai with the subject line "REQUEST TO CEASE USE LOGO/NAME".

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (the "Materials") provided by Tuurbo are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of Tuurbo or its licensors. Except as expressly authorized by Tuurbo,





Customer may not use the Materials. Tuurbo reserves all rights in the Materials not expressly granted in this Agreement.

By accepting this Agreement, Customer grants Tuurbo a non-exclusive, royalty-free, worldwide, transferable, irrevocable, sublicensable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided in connection with the Services.

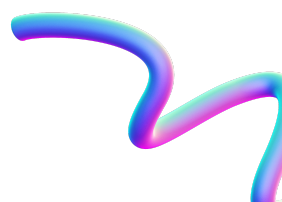
Art. 15 – Confidentiality

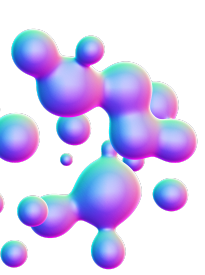
For the entire duration of the Agreement and for 12 months following its expiration, each Party will maintain the confidentiality of the terms and conditions of the Agreement, as well as the information obtained in performance of this Agreement, or in any case related to the Services (the “Confidential Information”); each Party will consequently use such Confidential Information solely for the purposes set forth in this Agreement and for the fulfillment of the obligations set forth herein.

The confidentiality obligations set forth in this Article shall not apply only to information which (i) is already in the public domain at the time of disclosure or which subsequently becomes so without any breach of the confidentiality obligation; (ii) a Party has lawfully received from a third party or which was already known to the Party without any breach of the confidentiality obligations; (iii) a Party is mandatorily required to disclose by order or request of public authorities, provided that, in such case, such Party promptly informs the other Party, limiting disclosure to the minimum necessary as much as possible.

The Client undertakes not to solicit in any way the hiring or assignment of tasks – in any form – to Tuurbo employees, collaborators or software development service providers and, in the event of termination of the relationship between them and Tuurbo, will not hire or assign tasks to any of them until the expiry of the twenty-fourth month following such termination.

Art. 16 – Communications





Communications between the Parties must be made in writing, with a countersignature for receipt, sent by registered mail with return receipt, courier, or certified email, to the addresses indicated on the website or in the Order Form.

Any change to the domicile or addresses indicated above must be immediately communicated to the Parties, according to the procedures set forth in this Article. Until the Parties have notified such changes in the manner described above, communications made in accordance with these rules and to the addresses and persons indicated above will be considered valid.

The Parties agree to draft a joint press release on the activities covered by this agreement.

Art. 17 – Terms of technical intervention

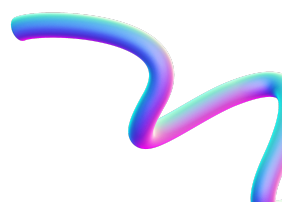
The maintenance and assistance service, unless otherwise agreed between the Parties, provides the following coverage hours:

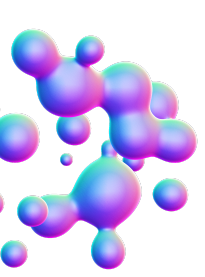
- Monday to Friday
- From 9:00 to 13:00 and from 14:00 to 18:00
- Excluding public holidays in the Italian calendar

The Customer may submit a support request electronically at any time, regardless of the defined coverage hours, to the specifically indicated and designated addresses; Tuurbo will respond to such request as quickly as possible during the coverage hours applicable to the service.

Art. 18 – Restrictions

Customer agrees to use the Service solely for internal business purposes, in accordance with all Service-related documentation made available from time to time by Tuurbo (as such documentation may be updated from time to time), and in compliance with all applicable laws. Customer shall not (and shall ensure that its Authorized Users do not): (i) copy, reproduce, frame, mirror, modify, decompile, disassemble, create derivative works based on, or reverse engineer the Service or any associated software or materials (except to the extent applicable law prohibits or limits restrictions on reverse engineering); (ii) provide any third party with access to any Service, or use any



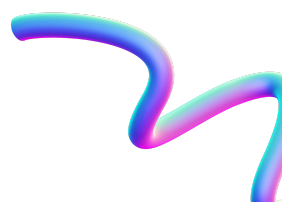


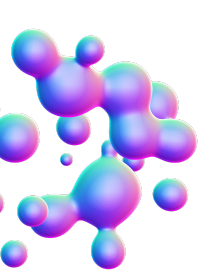
Service for time-sharing or similar purposes for the benefit of any third party; (iii) sell, resell, rent, or lease the Service; (iv) remove any copyright or proprietary notices contained in the Service or any output thereof; (v) violate, disable, or tamper with, or develop or use (or attempt) any workaround for, any security measure provided or used by the Service; (vi) access the Service through any bot, web crawler, or non-human user; (vii) access or use (or allow any third party to access or use) the Service for any unlawful purpose or for the purpose of monitoring the availability, performance, or functionality of the Service or for any other benchmarking or competitive purpose; (viii) attempt to gain unauthorized access to the Service or any related systems, software, or networks; (ix) access the Service in order to build a competitive product or service, or copy any features, functions, or graphics of the Service; (x) use the Service to transmit viruses or malicious code; or (xi) make any use or take any other action in connection with the Site or the Service or any component thereof in a manner that violates applicable law or any provision of this Agreement. Tuurbo may suspend or terminate Customer's or any Authorized User's access to the Service or any component thereof if Tuurbo reasonably determines that Customer or such Authorized User has violated any term or condition of this Agreement. Customer shall be liable to Tuurbo for any breach of the terms and conditions of this Agreement by Customer or any Authorized User.

Art. 19 – Data Protection

Pursuant to the provisions of Regulation (EU) 679/2016 on the protection of personal data (hereinafter "GDPR"), the Parties mutually acknowledge that the performance of this contract will only involve the processing of the website user's IP address, which will be pseudonymized as soon as possible.

In this regard, taking into account that the execution of this contract provides - even if in limited ways and for the time strictly necessary - the processing of personal data of which the Client is the "Owner", Tuurbo will proceed with such processing, as reported in the specific privacy policy available on the website at the following address <https://www.iubenda.com/privacy-policy/70816578>,





and as defined by the appointment as Data Controller pursuant to art. 28 GDPR available at the address <https://www.tuurbo.ai/dpa>.

In this regard, Tuurbo undertakes to process only data that is functional, necessary, and relevant to the performance of the contractual obligations and never in breach of the Contract signed between the Parties: any personal data acquired and/or received by either Party in performance of the Contract will be retained for the time strictly necessary to achieve the purposes for which they are collected and processed, in a form that allows the identification of the data subject, for a period of time no longer than is necessary to achieve the aforementioned purposes.

Art. 20 – Processing of personal data (Privacy/GDPR)

By signing this Agreement, the Parties give their express and informed consent to the data concerning them and implied by the execution of this Agreement being subject to all processing operations on the protection of personal data (pursuant to the provisions of Legislative Decree no. 196/2003, hereinafter, the "Code") and undertake to comply with all obligations established by the Law if, in the execution of this Agreement, it is necessary to process the data of third parties, assuming all respective related responsibilities.

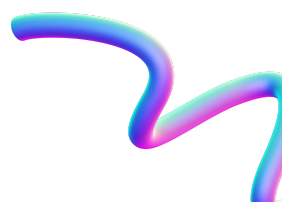
Art. 21 – Final provisions

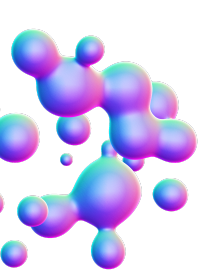
This Agreement constitutes the complete expression of the understandings between the Parties regarding its subject matter and supersedes and cancels any other prior agreement between the Parties.

Each Party shall be deemed to be independent and autonomous from the other and, as such, shall not have the power to bind or commit the other Party except in accordance with the provisions of this Agreement.

The Agreement may not be interpreted as constituting any other relationship between the Parties that is not provided for in this Agreement.

The Parties mutually acknowledge that the articles of this Agreement that violate provisions of law will only be effective to the extent of such violations, without this resulting in the invalidation of the remaining articles or of the Agreement in its entirety.





Any waiver, express or implied, by a Party to enforce any provision of this Agreement, or acquiescence in any breach or violation of any provision, shall not be deemed to be a waiver of any such provision and shall not prevent such Party from seeking performance of the same or any other provision or from taking action under it or in consequence of any other breach or violation at any time.

The Parties may not assign the Contract, nor the rights and obligations arising therefrom, to third parties without the prior written consent of the other Party, with the exception of any credits claimed by Turbo against the Customer.

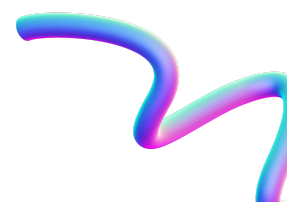
Art. 22 – Competent court

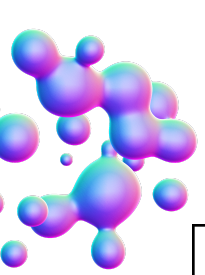
Any dispute relating to and/or connected to this Agreement, including those concerning its validity, interpretation, execution or termination, shall be submitted to the exclusive jurisdiction of the Supplier's Court, with the express exclusion of any other competing judicial authority.

Validity: from 29/05/2024 to 31/10/2025

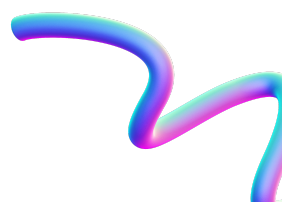
Summary table of the main differences with the version in force from: 01/11/2025

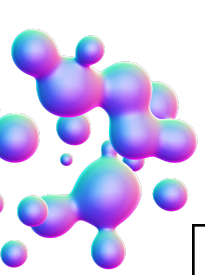
Section/Article	Previous version (until 10/31/2025)	New version (from 11/1/2025)	Main observations
Premises	Activation on third-party domains is permitted, with distribution, resale, or licensing prohibited.	It is added that sublicensing and "white-label" use are prohibited, with immediate termination pursuant to art. 1456 of the Italian Civil Code unless otherwise agreed between the parties.	The ban has been strengthened and a termination clause has been introduced; this was not previously present.



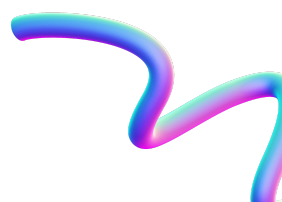


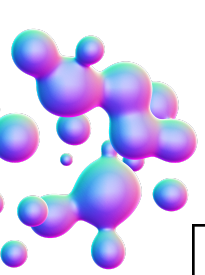
Art.1 – Object of the contract	It specified that Tuurbo provides the services described; the Customer's right to use the reserved area.	In addition to the description of the services, it specifies Tuurbo's right to modify the technical and functional characteristics for technological or regulatory adjustments.	The possibility of modifying the service was already foreseen (it was mentioned in Article 5: "We can modify... the Service or any Subscription Plan"); now it is also mentioned in Article 1, clarifying the adaptation to regulations and technologies.
Art.4 – Duration and withdrawal	30-day trial with automatic renewal for an additional 30 days; cancel during the trial period or during the billing cycle; 35% penalty on any refunds.	The duration coincides with that indicated in the order and the contract is renewed for the same duration; renewal can only be deactivated via the Platform or certified email. The lack of right of withdrawal is confirmed; the trial period and refund policy (35%) remain unchanged.	The fixed 30-day term is eliminated; the cancellation procedure and the rest of the clause remain essentially identical.





Art.5 – Subscriptions and costs	It contained rules on subscription plans, trial periods, subscription fees, and add-ons, with the ability to change or replace plans.	Similar content but separate in a dedicated article. It adds that the Customer "hereby waives any prior dispute regarding periodic charges" and specifies that changing the payment method occurs digitally.	The article has been excerpted and expanded: the new point regarding the waiver of contesting the charges is new; the rest is a matter of reorganization.
Art.7 – Unilateral modification of the contract	Unilateral changes to the fees/terms were included in the body of Article 7 (Fee): Tuurbo communicated the changes at least 30 days before the renewal.	This is a separate article. It provides that Tuurbo may modify fees and terms with 15 days' notice. If the Customer does not accept, the sole remedy is termination.	The clause is not new but it is separated and the notice period is reduced from 30 to 15 days.
Art.8 – Fee and payment terms	It was part of Article 7, regulating advance payment, suspension for non-payment, SEPA direct debit, and invoicing.	It is now numbered as Article 8 without any substantial changes: advance payment, the option to suspend service for non-payment, and the use of SEPA remain unchanged; the termination clause after 30 days of delay is also retained.	This is a reorganization; the content remains unchanged.





Art.9 – Suspension, limitation and interruption	It was already present (Art. 8) and regulated the causes of suspension for faults, maintenance or safety reasons.	Renumbered as Article 9 with identical content.	No content changes, just numerical changes.
Art.10 – Limitation of liability	Already present (Art. 9) with broad exemption from liability for direct/indirect damages and “as-is” service.	Renumbered as Article 10. A clause has been added limiting Tuurbo's maximum liability to the amount paid in the 12 months preceding the event.	This isn't a new article; the only new feature is the liability cap.
Competent court and mediation (Art. 22)	Exclusive jurisdiction of the Supplier; no mandatory mediation.	In addition to the Supplier's forum, a mandatory mediation attempt is introduced before taking legal action.	Mandatory amicable mediation is a new provision.
Unfair terms	Not present.	Request to the Customer to expressly approve specific clauses (Art. 4, 5, 7, 9, 10, 13, 14, 19 and 22).	Introduces double consent for clauses considered unfair pursuant to Articles 1341-1342 of the Civil Code.

