

General Terms and Conditions for Cloud Services

Section 1 Subject matter of the contract and definitions

Section 1.1 General conditions

These General Terms and Conditions (hereinafter “GTC” or “General Terms and Conditions”) govern the relationship between **Würth IT Italy** and the Customer as regards the provision by Würth IT Italy of the Cloud Computing services described in more detail in the annexes (hereinafter “Cloud Services” for the sake of brevity).

Without prejudice to subsequent legal provisions and the provisions of section 2.4 and the Special Conditions for the Cloud Service(s) chosen by the Customer, these Conditions shall apply generally and shall prevail over any other agreements and/or arrangements, for whatever reason and in whatever form, between Würth IT Italy and the Customer in relation to the Cloud Service(s), unless expressly agreed by Würth IT Italy.

If necessary due to subsequent legal and/or regulatory provisions, these General Terms and Conditions may be amended.

Section 1.2 Definitions

For the purposes of these GTC and the order/offer form (hereinafter “Offer”), the following definitions apply:

DEVICE/APPARATUS: any end device, apparatus or system of devices and equipment used by Würth IT Italy for the provision of the Cloud Service.

CUSTOMER: the party named in the Offer with whom the Contract is concluded.

DATA CENTRE: a physical facility for hosting the Devices, organised and managed by Würth IT Italy or by a technology partner appointed by Würth IT Italy.

LOGIN and PASSWORD / CREDENTIALS: personal codes assigned to the Customer by Würth IT Italy when activating the account to access the portal and the processes for managing the Cloud Service.

TECHNICAL/PRICING OFFER: a descriptive overview of the Cloud Service, which also lists the individual components of the price.

PORTAL: the customer care platform of Würth IT Italy provided under [Help Centre – Jira Service Management](#) for managing access and notifications / change requests relating to the technical specifications of the Cloud Service.

SERVER: means a Virtual Server of the Cloud Service, the characteristics of which are defined by the Customer in accordance with the Offer.

VIRTUAL SERVER: single instance of a system running in a virtual environment.

CLOUD SERVICE: the Cloud Computing services provided by Würth IT Italy in their entirety or otherwise characterised by the following features:

- Provision of a Virtual Data Centre used exclusively by a specific Customer or shared by several customers on Würth IT Italy hardware located in the Data Centre, as well as Würth IT Italy Virtual Servers and licences for the use of the relevant software.
- Provision of a data storage/backup service for the Customer.
- Provision of system administration services for cloud environments.

OPTIONAL CLOUD SERVICES: value-added services that the Customer may optionally add to the Offer in addition to the Cloud Services described in the Technical/Pricing Offer.

VIRTUAL DATA CENTRE: a set or collection of cloud infrastructure resources designed to meet specific business needs, corresponding to the virtual representation of a Data Centre in which all components such as servers, storage and networks are housed in a virtual space hosted by the Cloud Service.

Section 2 Cloud Service Contract

Section 2.1 Conclusion of the Contract

The Cloud Service Contract (hereinafter “Contract”) – consisting of these General Terms and Conditions, the Offer and its annexes – is concluded when Würth IT Italy receives the offer signed for acceptance by the Customer and activates the Cloud Service by sending the Customer the documentation relating to the activation parameters and the Credentials.

If the Customer is in breach of duty with regard to another contract with Würth IT Italy or a Group company, the conclusion of the Contract shall be dependent on the fulfilment of the previous contract.

Würth IT Italy may provide the Cloud Service on a trial basis in accordance with the terms and conditions of the Technical/Pricing Offer.

Section 2.2 Term of the Contract

The term of the Contract signed by the Customer for the Cloud Service may be several years and is specified in the Offer. Thereafter, where possible, the Contract shall be tacitly renewed on a year-by-year basis, unless notice of

termination is given in writing via certified email to Würth IT Italy or by registered letter with acknowledgement of receipt at least 3 (three) months before expiry.

Section 2.3 Amendments to the Contract by Würth IT Italy

Würth IT Italy will inform the Customer of any changes to the Contract in writing in the first invoice following the change or by other means. The Customer may accept the changes or terminate the Contract without incurring any contractual penalty. He must notify Würth IT Italy of the termination within 30 (thirty) days of receipt of the notification of change in accordance with the procedures set out in section 2.2. If no notice of termination is received, the changes shall be deemed accepted. The termination shall take effect from the date of receipt by Würth IT Italy.

Section 2.4 Assignment of the Contract

The assignment of the Contract and the transfer of the resulting rights and obligations require the express consent of Würth IT Italy. This also applies if the assignment of the Contract is a consequence of the sale, lease or usufruct of a company or branch of a company. Würth IT Italy may transfer its rights and obligations under the Contract in whole or in part to third parties and also assign the Contract and in this case will ensure that the assignee fulfils the contractual obligations until the expiry of the term referred to in section 2.2.

Section 3 Conditions for the provision of the Cloud Service: duties and responsibilities on the part of Würth IT Italy

Section 3.1 Activation of the Cloud Service

Unless otherwise agreed in writing with the customer, Würth IT Italy undertakes to activate the Cloud Service within 60 days of signing the Offer.

Should it not be possible to carry out the activation within this period for technical or administrative reasons beyond the control of Würth IT Italy, Würth IT Italy shall inform the Customer accordingly.

Section 3.2 Modification and suspension of the Cloud Service

Würth IT Italy reserves the right to modify the technical characteristics of the Cloud Service for supply and/or organisational reasons, without affecting the nature and quality of the services provided to the Customer.

Würth IT Italy may, at its own discretion, modify the data centre infrastructure and, if necessary, make a different allocation thereof. Würth IT Italy will inform the Customer at least 24 (twenty-four) hours in advance of any scheduled maintenance work that may interrupt and/or restrict the Cloud Service.

Würth IT Italy may suspend the Cloud Service in whole or in part at any time, even without prior notice, in the event of faults in the network or in the equipment used to provide the Cloud Service due to unforeseeable circumstances or force majeure, as well as in the event of unforeseeable and technically unavoidable extraordinary modifications or maintenance work.

Würth IT Italy uses directly managed servers at locations in Italy to provide the Cloud Service.

Section 3.3 Responsibilities on the part of Würth IT Italy

Würth IT Italy undertakes to ensure the best possible functionality of the Cloud Service, but accepts no liability for any defects in the Cloud Service for reasons that are not attributable to Würth IT Italy, such as purely technical problems, interference, data loss, errors and omissions on the part of the Customer, special weather conditions, breach of duty, restrictions or technical problems caused by other telecommunications providers. Würth IT Italy shall not be liable in any way for the defective provision or failure of the Cloud Service due to unforeseeable circumstances or force majeure, nor for resulting losses, damages or injuries to the Customer, whether direct or indirect, foreseeable or unforeseeable (such as by way of example but not exhaustively economic/financial losses, loss of business opportunities, revenue, profits and/or goodwill).

Force majeure events are those that are clearly beyond the control of Würth IT Italy, such as actions and/or decisions of the government and/or public authorities, military actions, legal restrictions, natural disasters, lightning strikes, fires, explosions, riots, wars, epidemics and, where they are on a national scale, strikes, shortages of raw materials, energy and transportation, etc.

Würth IT Italy will, however, make every reasonable effort to restore the Cloud Service that is unavailable as a result of such events.

Furthermore, Würth IT Italy accepts no liability whatsoever for the way in which the servers provided by Würth IT Italy are used and for the content that can be entered and stored there by the Customer, or for the purposes for which the Customer uses this content. Würth IT Italy provides the service infrastructures with the necessary and appropriate security measures in accordance with the GDPR.

Any changes to the aforementioned security measures that the Customer may require must be requested from Würth IT Italy. If the changes are deemed feasible/acceptable after a feasibility check (also with regard to the characteristics of the services offered), Würth IT Italy will draw up a customised project and inform the Customer of the timescales and costs involved in implementing the customisation.

Würth IT Italy hereby informs you that the Cloud Service is not designed or authorised for use in hazardous environments or in environments that in any case require safety systems of any kind (such as, for example, nuclear

facilities). It is also not designed for aircraft navigation and communication systems, air traffic control systems, or rescue or military systems.

Pursuant to Article 17 of Legislative Decree 70/2003, as amended, Würth IT Italy is not obliged to monitor the data it transmits or stores, nor is it obliged to actively search for facts or circumstances indicating the existence of unlawful activities.

Würth IT Italy can therefore neither prevent improper conduct by the Customer or third parties, nor monitor the content and materials transmitted, with the result that their legality, accuracy and quality cannot be guaranteed. Without prejudice to the provisions of section 4 below, it follows that the Customer is solely and exclusively responsible for conduct and/or content and materials transmitted via the Cloud Services and that Würth IT Italy cannot be held liable for any content that is unlawful, abusive, illegal or offensive for any reason whatsoever or that generally violates applicable law and/or this Contract.

Furthermore, without prejudice to the foregoing or to the provisions of section 4 below, should Würth IT Italy become aware of any suspected unlawful activity by the Customer, it may, at its own discretion and without prior notice, take any action it deems appropriate and/or necessary. This includes the authority: i) to suspend or interrupt transmissions of and/or access to illegal, inappropriate or non-contractual content, ii) to suspend or terminate the provision of the Cloud Service to the Customer who has breached applicable regulations and/or the Contract, iii) to prevent or put an end to such breaches in accordance with any instructions issued by the competent authorities; without prejudice to any other remedy provided for by law, including the right to terminate this Contract and claim compensation for damages suffered. Finally, the Customer acknowledges that, should Würth IT Italy become aware of any alleged unlawful activities carried out by the Customer, it may report such matters to the competent authorities and/or, at the request of the latter, make available the information in its possession that enables the identification of the Customer, in order to allow the aforementioned authorities to detect, prevent and suppress unlawful activities. Würth IT Italy accepts no liability for disruptions or lack of efficiency due to errors in the transmission of data on the public internet. It is assumed that the Customer is familiar with the technical requirements necessary for the smooth operation of the Cloud Service.

Section 3.4 Customer support

The Customer can contact customer service to report faults in the provision of the Cloud Service or for administrative enquiries.

Section 3.5 Assurances given by Würth IT Italy to the Customer

Without prejudice to the provisions of section 3.3, Würth IT Italy shall be liable to the Customer:

- for proven delays in providing support in the event of faults or disruptions,
- for failure to observe notice periods, where applicable,
- for the unjustified suspension of the Cloud Service, for any losses suffered by the Customer from the time at which the Customer notified us of this in due time,
- failure to observe the maximum response times for Customer complaints, as set out in section 7.1.

Section 3.6 Transparency

Würth IT Italy will keep the Customer continuously and appropriately informed via the appropriate channels about all aspects relating to the contractual relationship or the provision of the Cloud Service that may be of interest to the Customer.

In particular, the information shall concern:

- regulatory changes,
- changes in economic conditions,
- start date and characteristics of the Cloud Service,
- changes to the technical specifications and methods of provision of the Cloud Service.

Section 4 Customer's obligations and responsibilities in relation to the Cloud Service

Section 4.1 Appropriate use of the Cloud Service

The Customer is obliged to use the Cloud Service and all services in general in accordance with the applicable legal provisions and official regulations as well as the General Terms and Conditions. Any deviating use of the Cloud Service constitutes a breach of contract, resulting in automatic termination of the Contract pursuant to Article 1456 of the Italian Civil Code. The right to full compensation for consequential damages is reserved. The Customer may not use the Cloud Service in any unlawful manner or for unlawful purposes or for profit and shall indemnify Würth IT Italy against all consequences arising from unlawful use by the Customer or by third parties.

The Customer is obliged to treat the login credentials provided by Würth IT Italy with the utmost care and in strict confidence and not to disclose them to third parties.

If the password is lost or unavailable, the Customer can request a new password.

This password will be sent to the Customer's email address associated with the login credentials.

The Customer hereby accepts liability for any direct or indirect damage caused to their data or to Würth IT Italy and/or third parties as a result of failure to comply with the above provisions.

The storage of material on the Servers or generally in the storage systems of the Cloud Service or the use of the Cloud Service in violation of applicable laws or regulations is prohibited. This prohibition includes, but is not limited to, material that is considered obscene, as well as material that is covered by copyright, trade secrets and state secrets, even if the Customer is unaware of the content of the material and the relevant legal provisions.

The Customer acknowledges that he is fully responsible for all audio, video and graphic content he produces or uses and transmits in any way whatsoever. The Customer also undertakes not to transmit any messages or material with threatening, obscene, intimidating, indecent, harassing or defamatory content via the service. The Customer undertakes not to disseminate any immoral or unlawful information that encourages offensive behaviour, abuse, criminal offences or violations of the applicable laws or regulations, nor to disseminate copyrighted material or trade or state secrets, even if the Customer is unaware of the content of the material or the relevant legal provisions. The Customer undertakes not to upload, send by email or otherwise transmit or distribute any material containing viruses or other code, files or programs designed to disrupt, destroy or limit the functionality of third-party software, hardware or telecommunications equipment.

The Customer acknowledges that Würth IT Italy is unable to exercise control over the content of information transmitted via its network or stored on its systems. Würth IT Italy accepts no liability whatsoever for the transmission or receipt of illegal information of any kind by the Customer.

The Customer shall be solely and exclusively liable for all direct or indirect damages resulting from breaches of his obligations, and shall indemnify Würth IT Italy against all resulting costs and obligations.

The Customer shall be solely and exclusively liable for all direct and indirect damages arising from the third parties used by him and indemnifies Würth IT Italy against all resulting costs and obligations.

The Customer undertakes to indemnify Würth IT Italy against any liability claims asserted by third parties in connection with violations of national or international law by the Customer due to his links with Würth IT Italy. The Customer shall bear all costs, damages and expenses (including legal costs) arising from such liability claims and undertakes to inform Würth IT Italy if any such liability claim is brought against him.

The Customer may not transfer the Cloud Service and/or the software provided by Würth IT Italy to third parties, and/or allow third parties to use it, whether for a fee or free of charge. Any breach of this prohibition shall constitute grounds for termination of the Contract without notice for good cause and shall entitle Würth IT Italy to suspend the Cloud Service. In this case, the Customer shall be obliged to pay the amounts due.

The Customer is responsible for the integrity of the archives used by him and the related data, even if these are operated on Würth IT Italy hardware, and must take all measures he deems necessary in this respect, e.g. making regular data backups and/or taking out insurance against all risks of loss and/or damage to the data.

Section 4.2 Changes to the Customer's master data

The Customer must notify Würth IT Italy of any change in his master data, in particular his location or place of business or other registered office, for invoicing purposes, by written notification sent via certified electronic mail (PEC address) or registered letter with acknowledgement of receipt. All communications sent by Würth IT Italy to the last address provided by the Customer shall be deemed to have been received by the Customer.

Section 4.3 Payment of the Cloud Service fee

The customer shall pay the fee for the Cloud Service as specified in the Offer. Payment of amounts on behalf of the Customer by third parties shall not give rise to any claims by the third party against Würth IT Italy.

Section 4.4 Activities necessary for the provision of the Cloud Service

The Customer hereby authorises Würth IT Italy to take all necessary steps for the provision of the Cloud Service, for the performance of technical tests and the fulfilment of further obligations arising from the Contract.

All work on Würth IT Italy's equipment and telecommunications network shall be carried out exclusively by Würth IT Italy itself or by a third party appointed by Würth IT Italy.

Upon termination of the Contract, Würth IT Italy shall be entitled to prevent the Customer from accessing or using the related software (hereinafter "Software").

Würth IT Italy shall endeavour to ensure that the system functions as effectively as possible, but assumes no liability in relation to the use of the Software in the event of malfunctions and/or errors that are directly attributable to the Software and for which the owner of the Software shall be solely and exclusively liable.

Neither Würth IT Italy nor the owner of the Software shall be liable for malfunctions and/or interruptions of the Cloud Service resulting from the Customer's failure to comply with security requirements or for use that is not in accordance with the terms of the Contract.

Furthermore, neither Würth IT Italy nor the owner of the Software guarantee that the software will meet the Customer's requirements or that it will function without interruption or be free from errors.

Furthermore, Würth IT Italy and the owner of the Software accept no liability to the Customer for indirect damages of any kind, including consequential economic damages such as loss of profits or loss of savings.

The responsibility and onus for the proper use of the Software, the correct uploading of the initial data and its proper use over time remain exclusively with the Customer. When using the software, the Customer must observe the operating instructions as specified by the owner of the Software and set out in the relevant documentation provided by

the owner (and/or Würth IT Italy). Any Software that Würth IT Italy may have provided to the Customer for use remains the property of the licensor and must be returned to Würth IT Italy or destroyed at the instruction of Würth IT Italy upon termination of the Contract. The Customer also undertakes to comply with any additional terms of use for the Software that may be specified in the annexes.

Section 5 Fee for the Cloud Service

Section 5.1 Components of the fee

The fee for the Cloud Service is made up of the following items, which may vary depending on the applicable pricing conditions:

- a fixed amount to cover the costs of activating the Cloud Service, where applicable,
- any subscription fee for the Cloud Service.

Unless otherwise provided by law, all taxes and duties prescribed by applicable law shall be borne by the Customer.

Section 5.2 Invoicing

The fee to be paid for the Cloud Service shall be communicated to the Customer by sending a single copy of the invoice by email. This is done annually, monthly or at another interval requested by the Customer, where possible. Periodic fees shall be invoiced in advance, before the Cloud Services are used.

In addition to the legally required information, the invoices also contain:

- the invoice number,
- the date of issue, the reference period and the due date,
- the individual components of the fee as set out in section 5.1 above,
- the taxes and charges applicable under current legislation,
- any credits in favour of the Customer.

Section 5.3 Payment terms and methods

The Customer is required to pay the amounts stated in the invoice within the payment period stated therein. Payment must be made in accordance with the methods specified in the Offer. Invoices must be paid in full. In the event of only partial payment of the amounts shown, Würth IT Italy may have recourse to legal remedies in accordance with section 5.4.

The Customer shall remain liable for payment of the amounts due even in cases of suspension of the Cloud Service as provided for in section 5.4.

Section 5.4 Non-payment of invoices

If payment is not made within 30 days of the due date indicated on the invoice, Würth IT Italy may suspend the Cloud Service with at least 24 (twenty-four) hours' notice. The suspension of the Cloud Service shall, as far as technically possible, be limited to the services affected by the non-payment. Würth IT Italy shall reactivate the Cloud Service within 48 (forty-eight) hours after verifying receipt of the payment owed by the Customer. If payment is overdue 60 (sixty) days after the due date of the invoice, Würth IT Italy may unilaterally terminate the Contract by registered letter with acknowledgement of receipt. In this case, the notice period shall be at least 15 (fifteen) days from the date of receipt of such letter. This shall be without prejudice to all rights to recover outstanding amounts and any materials delivered to the Customer. Where possible, the Contract shall be terminated only in respect of the services affected by the non-payment. In the event of late payment, default interest at a rate of three percentage points above the ECB base rate shall be charged on the outstanding amounts (but in any case within the limits set by Law No. 108/96).

In the invoices sent to the Customer, Würth IT Italy shall also list any outstanding amounts, if applicable, and the amount of default interest charged.

Section 6 Suspension of the Cloud Service and termination of the Contract

Section 6.1 Suspension of the Cloud Service

Should the Customer breach any of the obligations relating to the Cloud Service, Würth IT Italy may suspend the Cloud Service, subject to prior notice. This shall not affect the right to terminate the Contract in accordance with the provisions of section 6.2 and to claim damages.

Section 6.2 Termination of the Contract by Würth IT Italy

In addition to the cases mentioned above, Würth IT Italy shall always be entitled to terminate the Contract if the Customer breaches any of his obligations, by notifying the Customer by registered letter with acknowledgement of receipt.

Würth IT Italy shall be entitled to terminate the Contract with immediate effect in the following cases: if the Customer is legally incapacitated; if he has breached in whatsoever way his obligations towards Würth IT Italy; if he is subject to an administrative or judicial order to close his operations or cease trading; if the Customer ceases operations *de facto*; if he is subject to enforcement action or insolvency proceedings or in any case becomes insolvent; if the Customer undergoes a corporate merger or is the subject of an acquisition and/or is no longer directly or indirectly attributable in any way to the legal entity that entered into the Contract.

Section 6.3 Termination by the Customer

The Customer may terminate the Contract by giving notice to Würth IT Italy by registered letter with acknowledgement of receipt.

Unless otherwise stated in the Offer, a Customer who has subscribed to multiple services may also terminate the Contract with regard to only one specific service, in accordance with the procedures set out in the preceding paragraph. If the Customer wishes to terminate the Contract prematurely before the end of the term, a contractual penalty shall be payable in the amount of the remaining sum of the monthly instalments that would be due from the date of termination until the natural expiry of the Contract.

Section 6.4 Customer's obligations following termination of the Contract

In the event of termination of the Contract – for whatever reason – the Customer shall notify Würth IT Italy of the manner in which Würth IT Italy is to dispose of any Customer data on the Devices.

This notification must be made within 15 (fifteen) days of the date of termination of the contractual relationship. If this period elapses without receipt of the aforementioned instructions, such data will be deleted.

Section 7 Complaints and dispute resolution procedures

Section 7.1 Complaints

Any complaints regarding any aspect of the contractual relationship and/or the provision of the Cloud Service must be submitted to Würth IT Italy within 45 (forty-five) days of the event occurring. Würth IT Italy shall respond to complaints within 45 (forty-five) days of receipt. Complaints relating to exceptional and widespread service disruptions of a particularly complex technical nature affecting the network or IT infrastructure must be confirmed by registered letter with acknowledgement of receipt or by certified email (PEC) within 45 days of the resolution of the disruption. Würth IT Italy will review the complaint and provide the Customer with a response within 45 (forty-five) days of receipt. The above deadline for Würth IT Italy to respond applies to all types of complaints submitted in writing.

In the case of complaints regarding matters of particular complexity, which do not allow for a comprehensive response within the aforementioned timeframes, Würth IT Italy will inform the Customer within the aforementioned maximum timeframes regarding the progress of the case. Complaints regarding invoiced amounts must also be submitted within 45 (forty-five) days of the invoice date, stating the items and amounts in dispute. If the complaint is found to be justified, Würth IT Italy will credit the amounts in error with the subsequent invoice. However, the disputed invoice amounts in the event of a complaint must be paid in full by the due date stated on the disputed invoice.

Section 8 Regulation of the contractual relationship

Section 8.1 Regulation of the contractual relationship

These provisions replace all previous agreements on the provision of the Cloud Service. All annexes form an integral part of the Contract. All activities for which Würth IT Italy is responsible under this Contract shall be carried out directly by Würth IT Italy employees or by third parties appointed by Würth IT Italy. In the event of any mergers, acquisitions or disposals of business units resulting in a change of the company name of the provider of the Cloud Service, the Contract shall continue with the new legal entity on the same terms and conditions. Würth IT Italy reserves the right to use third-party companies to collect any receivables and to process invoices. The Customer hereby consents in advance to the use of his personal data for this purpose.

The Customer and Würth IT Italy mutually undertake not to disclose any information about their respective business activities of which they become directly or indirectly aware as a result of the contacts associated with this Contract. This applies to both technical and contractual information, which by its nature is not publicly accessible, and also includes access data (such as login codes, passwords, telephone and access numbers, etc.) In addition, the contracting parties undertake to notify the other party promptly of any circumstances that could compromise security and confidentiality so that appropriate follow-up or preventive measures may be taken to eliminate or mitigate any actual or potential risk.

Section 8.2 Place of jurisdiction

The exclusive place of jurisdiction for any disputes concerning the legal validity, interpretation, fulfilment or termination of this Contract is Bolzano.

Section 9 Optional Cloud Services

Without prejudice to the provisions of section 1, the Customer may request to purchase, either at the time of subscribing to the Cloud Service or subsequently, any Optional Cloud Services with the characteristics set out in the Technical/Pricing Offer.

The term of these Optional Cloud Services shall in all cases be determined by the original Contract term. Should the initial term of an Optional Cloud Service be less than 12 months, Würth IT Italy shall charge an amount corresponding to the actual term for this period in the first invoice after activation.

Section 10 Communications

All communications to Würth IT Italy should be addressed to: Würth IT Italy S.r.l. – Via Kravogl 4 – 39100 Bolzano – Italy or by certified email to WUERTH-IT-ITALY@LEGALMAIL.IT

Section 11 Processing of Personal Data

With regard to the provision by Würth IT Italy S.r.l. of the Cloud Services described in the annexes, pursuant to Regulation (EU) 2016/679 the Customer is the Controller of all personal data processed for the purposes of providing the Cloud Service and the Service (“Personal Data”); on the other hand, by signing the Contract, Würth IT Italy S.r.l. shall act as Processor for the same purposes. In this context, each party undertakes, in its capacity as data controller or processor, to process the Personal Data for the entire term of the Contract exclusively for the purposes set out in this Contract and for the fulfilment of the Contract and to comply with the provisions of Regulation (EU) 2016/679, any applicable orders of the data protection authority, and the applicable legal provisions.

Würth IT Italy S.r.l. shall process the Personal Data and carry out the tasks entrusted to it in compliance with applicable legislation and the instructions set out in the Customer’s data processing agreement.

AGREEMENT ON THE PROCESSING OF THE CUSTOMER'S PERSONAL DATA WHEN USING CLOUD SERVICES

1. Scope and order of precedence

This agreement on the processing of personal data (hereinafter "Agreement" or "Data Processing Agreement") applies to the processing of the Customer's personal data transmitted to Würth IT Italy S.r.l. in connection with the provision of the Cloud Services, as further described in the relevant Contract between Würth IT Italy S.r.l. and in the annexes to that Contract.

This Data Processing Agreement is subject to the provisions of the Contract and forms an integral part of the Contract. Unless otherwise specified, in the event of any conflict between the terms of the Contract and the terms of this Data Processing Agreement, the provisions of this Agreement shall take precedence. This Data Processing Agreement shall remain in force for the same duration as the Contract.

Both parties to the Contract are responsible for compliance with the GDPR with regard to their specific obligations.

2. Definitions

"Customer": the Customer who has requested the Cloud Services governed by the Contract.

"Würth IT Italy S.r.l." or "Processor": the company that provides the Cloud Service.

"Group Companies": all companies within the Würth Group that may provide support in the provision of the Cloud Services or act in the name and on behalf of Würth IT Italy S.r.l.

"Standard Contractual Clauses": the standard contractual clauses as set out in the Annex to the European Commission Decision 2010/87/EU of 5 February 2010 on the transfer of personal data to processors established in third countries under the Directive (see definition below).

"Personal Data": any information relating to an identified or identifiable natural person that the Customer or its end users provide to Würth IT Italy S.r.l. in the context of the Cloud Services; an identified or identifiable natural person (a "data subject") is a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity. In any case, the definition in Article 4 GDPR applies.

"Processing": means any operation or set of operations carried out by Würth IT Italy S.r.l. as part of the Cloud Services on Personal Data, including by automated means, such as: collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Subprocessor/Subcontractor": a subcontractor of Würth IT Italy S.r.l. who processes the Customer's Personal Data as part of its role as a subcontractor in providing the Cloud Services.

"Directive": Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995, as amended, on the protection of individuals with regard to the processing of personal data and on the free movement of such data. For other terms, the definitions set out in the Contract shall apply, or as otherwise specified below.

3. Categories of Personal Data and purposes of processing Personal Data

In order to fulfil the Contract and in particular to provide the Cloud Services on behalf of the Customer, the Customer authorises and instructs Würth IT Italy S.r.l. to process the following Personal Data:

Categories of Personal Data: Personal Data may include, amongst other information, personal contact details such as name, address, telephone or mobile number, fax number, email address, login credentials and passwords as well as goods and services supplied.

Categories of data subjects: Data subjects may include representatives of the Customer and end users, such as employees, business partners and customers of the Customer who signed the Contract.

Würth IT Italy S.r.l. shall process Personal Data in compliance with the applicable legal provisions exclusively for the purpose of providing the Cloud Services and undertakes: i) not to process or use Personal Data for purposes other than those specified in the Contract or as indicated by the Customer, and ii) not to disclose such Personal Data to third parties other than the Group Companies or Subcontractors of Würth IT Italy S.r.l. and only for the aforementioned purposes specified or as required by law.

4. Instructions from the Customer

During the period in which the services are provided under any order relating to the Cloud Services, the Customer may provide Würth IT Italy S.r.l. with further specific written instructions regarding the processing of Personal Data in addition to the instructions specified in the Data Processing Agreement. Würth IT Italy S.r.l. shall comply with written instructions that do not entail any additional costs for the company regarding compliance with the legal requirements for Würth IT Italy S.r.l. as a processor. The parties shall negotiate in good faith regarding any other changes to the Cloud Services and/or costs arising from such instructions.

5. Processor

Control over Personal Data remains with the Customer, and the Customer remains the Data Controller at all times for the purposes of the Cloud Services governed by the Contract and this Data Processing Agreement. The Customer shall be liable for compliance with its obligations as Data Controller under data protection laws, in particular regarding the management and compliance of any transfer of Personal Data to Würth IT Italy S.r.l. (including any required notification and the obtaining of consents, where required). This also applies to the Customer's decisions regarding the processing and use of Personal Data.

6. Rights of Data Subjects

Würth IT Italy S.r.l. will grant the Customer electronic access to the Customer's Cloud Service environment where Personal Data is stored, to enable the Customer to delete, release, correct or block access to certain Personal Data or, if this is not possible and to the extent permitted by applicable law, follow the Customer's detailed written instructions to delete, release, correct or block access to Personal Data stored within the Customer's Cloud Service environment. The Customer undertakes to reimburse Würth IT Italy for reasonable costs incurred in connection with the performance of this deletion, release, correction or blocking of access to Personal Data. Würth IT Italy S.r.l. shall forward to the Customer all requests from individuals to delete, release, correct or block Personal Data processed in accordance with the Contract.

7. Group Companies and Subprocessors

Würth IT Italy S.r.l. may entrust Group Companies and/or Subprocessors with the fulfilment of some or all of the obligations arising from the Contract.

In all cases, Würth IT Italy S.r.l. shall ensure that Group Companies or Subprocessors comply with the criteria set out in the applicable legislation when carrying out their activities and shall impose on the Subprocessors the same obligations that Würth IT Italy S.r.l. has undertaken in the Contract, ensuring that Subprocessors act in accordance with the provisions set out therein.

In particular, Würth IT Italy S.r.l. must put in place adequate safeguards to ensure that Subprocessors implement technical and organisational measures in accordance with the requirements of data protection legislation.

Würth IT Italy S.r.l. must maintain a list of Subprocessors who process Personal Data.

All Subprocessors must fulfil the same obligations as Würth IT Italy S.r.l. under this Data Processing Agreement in the context of the provision of the Cloud Services. To ensure that these obligations are met, the Customer may ask Würth IT Italy S.r.l. to audit the Subprocessor or to confirm in writing that an audit has taken place. With respect to Würth IT Italy S.r.l., Würth IT Italy S.r.l. may provide a redacted version of the Data Processing Agreement. Würth IT Italy S.r.l. shall at all times remain responsible for compliance with the provisions of the Contract and this Agreement, including with respect to Group Companies and Subprocessors. The Customer authorises Würth IT Italy S.r.l. to make use of Group Companies and Subprocessors in the provision of the Cloud Services, in accordance with the provisions of sections 6 and 7 above.

8. Technical and organisational measures

For the processing of Personal Data on behalf of the Customer and in the context of the Cloud Services, Würth IT Italy S.r.l. has implemented and will maintain appropriate technical and organisational security measures for the processing of such Personal Data, as further described in the relevant Annex. This includes the measures mentioned in this section to the extent applicable to the processing of Personal Data by Würth IT Italy S.r.l. These measures are intended to protect Personal Data against accidental or unauthorised loss, destruction, alteration, disclosure or access, and against all other forms of unlawful processing. Further information on these measures, including the specific security measures and practices for the particular Cloud Services ordered by the Customer, can be specified in the Contract and included as annex thereto.

8.1 Physical access control

Würth IT Italy S.r.l. implements measures designed to prevent unauthorised persons from accessing the data processing systems in which Personal Data is processed. These include secure data centre buildings and premises equipped with access control, alarms, video surveillance systems and a night-time security service.

8.2 System access control

Depending on the Cloud Services ordered, the following controls, among others, may be applied: password authentication and/or two-factor authentication, documented authorisation processes, documented change management processes and multi-level access logging. The following security precautions are taken for the Cloud Services hosted by Würth IT Italy S.r.l.:

- (i) Access by employees and Subprocessors to Würth IT Italy S.r.l.'s Cloud Service environments is recorded in logs.
- (ii) Logical access to data centres is restricted and protected by firewalls/VLANs.
- (iii) Intrusion detection systems, centralised logging and alerting systems, and firewalls are in use.

8.3 Data access control

Access to and processing of Personal Data is reserved exclusively for appropriately authorised personnel. Direct access to database queries is restricted, and application access rights are established and defined. These measures supplement the access control rules mentioned in sections 8.1 to 8.3 above.

8.4 Data transmission control

Unless otherwise specified for the Cloud Services (including, if applicable, in the order or in the applicable service specifications), data transfers outside the Cloud Service environment are encrypted. Some Cloud Services can be configured to allow access to sites that require unencrypted communications. The content of communications (including sender and recipient addresses) sent via certain email or messaging services may not be encrypted. The Customer bears sole responsibility for the consequences of his decision to use unencrypted communications or data transmissions.

8.5 Input control

The Customer controls the source of the Personal Data, and the Personal Data is entered into the system by the Customer via secure file transfer (e.g. via web services or by entering it into the application).

8.6 Data backups

The following applies to the Cloud Services hosted by Würth IT Italy S.r.l.: Backups are performed regularly and, depending on the Cloud Service, are protected by a combination of technical and physical security measures.

8.7 Data segregation

Personal Data from different environments of Würth IT Italy S.r.l. are logically separated on the systems of Würth IT Italy S.r.l.

9. Customer's audit rights

The Customer may audit Würth IT Italy S.r.l.'s compliance with the provisions of the Contract and this Data Processing Agreement, up to once a year.

The Customer may carry out more frequent audits of the Cloud Service IT systems that process Personal Data to the extent required by the legal provisions applicable to the Customer. If a third party is to conduct the audit, this third party must be appointed by mutual agreement between the Customer and Würth IT Italy S.r.l. and must sign a written confidentiality agreement acceptable to Würth IT Italy S.r.l. prior to conducting the audit.

To request an audit, the Customer must submit a detailed audit plan to the Information Security department at Würth IT Italy S.r.l. at least two weeks prior to the proposed audit date, stating the intended scope, duration and start date of the audit. Würth IT Italy S.r.l. will review the audit plan and raise any concerns or questions with the Customer (e.g. any requests for information that could compromise security, privacy, use or other relevant policies of Würth IT Italy S.r.l.) Würth IT Italy S.r.l. will work in collaboration with the Customer to agree on a final audit plan.

The audit must be conducted at the facility in question during normal working hours and in accordance with Würth IT Italy S.r.l.'s policies, and must not unreasonably interfere with Würth IT Italy S.r.l.'s business activities.

The Customer shall provide Information Security with all audit reports generated in connection with any audit pursuant to this section, unless prohibited by law. The Customer may use the audit reports solely for the purpose of meeting regulatory audit requirements and/or confirming compliance with the provisions of this Agreement and this Data Processing Agreement. The audit reports constitute confidential information of the parties in accordance with the terms of the Data Processing Agreement.

Any audits shall be at the Customer's expense. Any request made to Würth IT Italy S.r.l. to provide assistance with an audit shall be treated as a separate service if such audit assistance requires the use of resources that are different from or in addition to those required for the provision of the Cloud Services. Würth IT Italy S.r.l. shall seek the Customer's approval and written consent for the payment of the relevant fees before carrying out such audit assistance.

10. Incident management and Data Breach notification

Würth IT Italy S.r.l. investigates and responds to incidents of suspected unauthorised access to or unauthorised processing of Personal Data ("Incident"). The Information Security department at Würth IT Italy S.r.l. checks whether an incident has occurred and, depending on the type of activity, defines escalation paths and response teams to deal with it. To respond to the incident, Information Security will collaborate with the Customer, with the internal business units of Würth IT Italy S.r.l., with the appropriate technical teams and, where necessary, with external law enforcement agencies. The objective of the incident response is to restore the confidentiality, integrity and availability of the Cloud Service environment, establish the root causes, and determine steps to resolve the issue.

The operational staff of Würth IT Italy S.r.l. are required to respond to incidents where unauthorised handling of Personal Data may have taken place, including making a prompt report to the company's relevant internal departments to initiate appropriate escalation measures. The Customer shall be informed promptly of any Data Breach so that he can take the appropriate measures in accordance with the applicable regulations, including vis-à-vis the data protection authority.

For the purposes of this section, the term "security breach" means the unauthorised acquisition of Personal Data held on Würth IT Italy S.r.l. systems or within the Cloud Services environment that compromises the security, confidentiality or integrity of such Customer data. If it is determined that the Personal Data has been subject to a security breach (by

a third party or an employee of Würth IT Italy S.r.l.) or any other circumstance for which the Customer is required by law to provide notification, Würth IT Italy S.r.l. will notify the Customer within the time limits set out in applicable legislation, unless otherwise required by law.

Würth IT Italy S.r.l. will promptly investigate the security breach and take reasonable steps to determine its root cause(s) and prevent a recurrence. As soon the information has been collected or otherwise becomes available, Würth IT Italy S.r.l. shall – unless prohibited by law – provide the Customer with a description of the security breach, details of the nature of the data affected, and any other information that the Customer might reasonably request in this regard. The parties agree to cooperate in good faith in drafting any related public statements or other required notifications to data subjects and/or the relevant data protection authorities.

11. Return and deletion of personal data upon termination of the Cloud Services or at the Customer's request (“data portability”)

Following termination of the Cloud Services, Würth IT Italy S.r.l. shall return or otherwise make available for retrieval the Customer's Personal Data located in the Customer's Cloud Service environment. Following the return of the data, unless otherwise contractually agreed and unless otherwise required by law, Würth IT Italy S.r.l. shall immediately delete all copies of the Personal Data from the Cloud Services production environment or otherwise make them inaccessible.

12. Notifications required by law

Unless otherwise required by law, Würth IT Italy S.r.l. shall promptly notify the Customer of any summons, court order, administrative order or arbitration order issued by an enforcement or administrative agency or any other public authority (“Request”) received by Würth IT Italy S.r.l. and which relates to the Customer's Personal Data, provided that the confidentiality obligation allows this in accordance with the law. At the Customer's request, Würth IT Italy S.r.l. shall provide the Customer with all information available to the company that may be relevant in responding to the above-mentioned request and shall provide the Customer with all reasonable assistance necessary to respond to the request in a timely manner. The Customer acknowledges that in this case Würth IT Italy S.r.l. is not obliged to provide information to the requesting authority, unless the requesting authority makes an explicit and direct request to Würth IT Italy S.r.l.

13. Service Analysis

Würth IT Italy S.r.l. is entitled to i) compile statistics and other information relating to the performance, operation and use of the Cloud Services and ii) use data from the Cloud Services environment in aggregated form for security and operational management purposes, to create statistical analyses, and for research and development purposes. (The provisions under points i) and ii) are collectively referred to as “Service Analysis”). Würth IT Italy S.r.l. may publish service analyses. However, these shall not contain any Customer data or confidential information in a form that could identify or contribute to the identification of the Customer or any data subject, and the Service Analyses do not constitute personal data. Würth IT Italy S.r.l. reserves all intellectual property rights to the Service Analyses.