

GENERAL TERMS AND CONDITIONS OF “REPLY ONLINE SERVICES”

These general terms and conditions of use and sale (the “**General Terms and Conditions**”) are aimed at regulating the Reply Online Services and are composed of three main Sections as follow:

- A. General Indications;
- B. General Terms and Conditions of the Platform (the “**General Terms and Conditions of the Platform**”), which govern the terms of access and use of Reply Online Services platform (the “**Platform**”) by any Member (as defined below); and
- C. General Terms and Conditions of Services (the “**General Terms and Conditions of Services**”), which govern the terms and conditions of access and use, through the Platform, of online services in the IT and technological field (the “**Services**”).

Any Reply client’s employee belonging to a team who has been involved in a project carried out by Reply or Reply Group Companies (as defined below) in the 12 months before his/her application to the registration process (the “**Eligibility Criteria**”), is eligible to become a member of ROSE (“**Member**”).

To access the Services, any eligible person must follow the registration process through the Platform and be accepted by Reply as detailed in the following sections. Once the registration is approved, the eligible person shall become a Member.

The membership allows the Member to access the Services, which include:

- (i) **Consulting Services**, meaning online and interactive hour-based consulting live sessions with Reply experts.
- (ii) **Video Library**, meaning a section with on-demand pre-loaded online videos from Reply initiatives.
- (iii) **Ask Rose**, meaning an online service to help the Members find the right knowledge within Reply’s global network, to address their specific needs.
- (iv) **Insights**, meaning a section with on-demand research papers made by Reply.
- (v) **Events**, meaning a section with the upcoming and past online live events conducted by Reply Experts.
- (vi) **Area42 Labs**, meaning a section with a list of Reply Labs that are available to be booked for virtual tours.
- (vii) **User Groups**, meaning a collaborative community of peers and Reply Experts who collectively explore innovative topics and share ideas.

The Services will be offered by Reply S.p.A., with registered office in C.so Francia 110, 10143 – Turin, Turin Companies Register no. 97579210010, VAT no. IT08013390011 (“**Reply**”), directly or through the companies belonging to its Group (the “**Reply Group Companies**”).

The Portuguese version of this document is available [here](#).

A. GENERAL INDICATIONS

1. Obligations and responsibilities of the Member

- 1.1. The Member shall accept the General Terms and Conditions when registering on the Platform. The Member shall comply with the terms of the General Terms and Conditions and with the applicable legislation when using the Platform and the Services offered through the Platform, and shall not violate the rights of Reply, the Reply Group Companies and third parties.
- 1.2. In the event of breach of the obligations set forth in article 1.1, Reply may prevent access to the Platform and/or the Services offered through the Platform and/or suspend access to the account, without prejudice to the right to terminate the General Terms and Conditions and the Member’s obligation to compensate the damages, suffered by Reply and/or the Reply Group Companies and their assignees, due to the breach.
- 1.3. The Member shall indemnify and hold Reply and/or the Reply Group Companies and its assignees harmless from any damage and/or third-party claims made due to the violation of the General Terms and Conditions attributable to the Member.

- 1.4. The Member shall view download and save, on his/her computer, the General Terms and Conditions during the acceptance procedure. In any case, the Member may access, at any time, the General Terms and Conditions through the Platform.
- 1.5. If framework agreements or contracts are already in place between the employer of the Member and Reply that regulate their contractual relationships, they shall be considered autonomous and independent from these General Terms and Conditions and shall in no case regulate the performance of the Services, which are regulated by these General Terms and Conditions.
- 1.6. The Member undertakes, also on behalf of his/her employer as of now not to engage in conduct aimed at soliciting and/or establishing, directly or indirectly, subordinate employment relationships or mere collaboration, including consultancy, with Reply experts involved in the provision of Services. In case of violation of the above, Reply reserves the right to apply a penalty to the Member equal to twice the annual RAL of the resource, without prejudice to the right to compensation for further damages.

2. Modification of the General Terms and Conditions

- 2.1. Reply reserves the right to update and modify the General Terms and Conditions if this is required by regulatory updates, changes in the services offered or needs arising from changes in company policies. The General Terms and Conditions in force are those available from time to time on the Platform. Any changes or updates shall be notified by Reply to the Member and shall be considered accepted by the latter in the absence of contrary written communications, within 15 days from the email receipt. Should the Member not intend to accept the new version of the General Terms and Conditions, such Member shall not be able to further access the Services.
- 2.2. It is understood that the version of the General Terms and Conditions accepted by the Member when using the Platform or requiring or obtaining a Service will regulate the use of the Service itself.

3. Protection of personal data

- 3.1. In relation to the processing of the Member's personal data, please refer to the privacy policy available at the following [link](#).
- 3.2. The following provision applies uniquely to Members from Switzerland: if you provide us with personal data pertaining to other people (besides yourself), including personal data pertaining to Swiss legal entities (to the extent subject to local data protection regulation), you represent and warrant that you have the appropriate authorization and consent, to the extent required, of the affected person and agree to hold harmless and indemnify Reply S.p.A. regarding any costs or damages related to any claims from such third parties.

4. Applicable law and place of jurisdiction

- 4.1. The General Terms and Conditions shall be governed by and interpreted in accordance with Italian law.
- 4.2. The Court of Milan shall have exclusive jurisdiction in relation to any dispute originating from or relating to the General Terms and Conditions.

B. GENERAL TERMS AND CONDITIONS OF THE PLATFORM

1. The Member's account

- 1.1. In order to access the Services, the member status is mandatory.
- 1.2. The Member must communicate true, exact, current, and complete data during the creation of the account on the Platform. Services are reserved for professionals only and Member declares not to be or act as a consumer. Therefore, the Member is required to use a corporate email address or an email address for professional purposes for the registration.

- 1.3. The Member declares to be of legal age under the applicable laws and have the appropriate powers to engage his/her company in any activity directly or indirectly related to the use of the Services.
- 1.4. The Member's account is strictly personal and the Member undertakes not to share its login and password with anyone. The Member is responsible for all activities that will be carried out through his/her account. To this end, he/she will have to set a password and undertakes to take appropriate precautions to ensure that his/her password remains secure and confidential and undertakes to inform Reply immediately if he/she has reason to believe that any unauthorised third party is aware of his/her password, or if his/her password is, or is likely to be, used in an unauthorised manner.
- 1.5. The Member is responsible for the management and timely updating of the data communicated during the registration phase, so that their accuracy, relevance and completeness is always ensured. Any change to the data must be communicated by sending a communication to onlineservices@reply.com.
- 1.6. The Member is responsible to communicate the loss of Eligibility Criteria and, in such a case, the Member must cease the access to the Platform and the use of ROSE and of the Services.
- 1.7. The Member shall not use his/her account and the Platform:
 - i) in such a way as to cause, or be likely to cause, interruptions, damage or malfunction to them and their functionality; and
 - ii) for fraudulent purposes, or in any case to commit illegal activities or aimed at misleading Reply.
- 1.8. The creation of the Member's account is subject to acceptance by Reply. Reply reserves the right to refuse the registration of a potential Member at its discretion. Those who are accepted by Reply will receive a confirmation email and will become a ROSE Member. From this moment, the Member can access the Services.
When the membership expires, the Member won't be able to access the Platform anymore.

2. Force Majeure Events

- 2.1. Reply shall not be liable for delays in accessing the Platform and its functions and for failure to use the Platform due to Internet malfunctions, unforeseeable circumstances, force majeure or in any case events beyond Reply's control.

C. GENERAL TERMS AND CONDITIONS OF SERVICES

1. Subject matter

- 1.1. Any Member who accesses the Services accepts the General Terms and Conditions of Services.
- 1.2. The Services will be provided by Reply directly or through Reply Group Companies.
- 1.3. Except as provided in the description of the specific Service or as otherwise agreed, the Services may be used by the Member him/herself. The Member, therefore, guarantees that will not allow any other persons to use the Services.

2. ROSE Membership

- 2.1. ROSE membership allows to access the Platform and its Services for the term specified in the table [here](#). ROSE membership is not renewed automatically. When the membership expires, Members are not anymore Members and won't be able to access the Platform anymore.
- 2.2. Credits allow Members to book and avail Consulting Services and virtual tour of the Area42 Labs and they will expire when the membership does.
- 2.3. For this version a unique kind of membership is foreseen: Individual Trial. Individual Trial membership belongs to one single Member, identified via his/her email address.

- 2.4. The duration of the Individual Trial membership and the indication of any possible credits included is set forth in the table [here](#).
- 2.5. ROSE is currently available for selected Countries, provided in the table [here](#). Members from Countries where ROSE is not available yet, won't be able to ask for any membership and will be blocked if trying to access.

3. Consulting Services

- 3.1. In the section “**Consulting Services**” of the Platform, the Member can check the list of the available Consulting Services.
- 3.2. The Consulting Services will be provided through video conference sessions, through the use of third-party platforms (i.e., Teams, Zoom etc.), in one or more meetings depending on the type of Consulting Service chosen. The use of third-party platforms is regulated by the general terms and conditions available on the individual platforms.
- 3.3. Without prejudice to the foregoing, the parties are free to agree on alternative meeting tools of using the Consulting Services which shall be adequately documented.
The value of each Consulting Service, in term of number of credits to be redeemed, is indicated in the description of each Consulting Service, both for products in the catalogue and for the bespoke ones.
- 3.4. For each Consulting Service available on the platform, a Reply Expert can be specified with name, work experience and references. The specific person who will deliver the Consulting Service booked by the Member may be the Reply Expert or someone chosen by Reply.

4. Video Library and Insights

- 4.1. By accessing the Platform through his/her personal account, the Member can also watch on-demand pre-recorded videos, such as webinars, in the Video Library area. To access the Video Library area and the related videos the Member does not need to use any credits, as this service is offered for free, for the benefit of Members only.
- 4.2. By accessing the Platform through his/her personal account, the Member can also download research papers, from the Insights area. To access the Insights area and download related research papers the Member does not need to use any credits, as this service is offered for free, for the benefit of Members only.

5. Ask Rose

- 5.1. Members can enjoy Ask Rose, the Reply demand service. Ask Rose can give clarifications and information on the Services as well as assistance in order to choose the Consulting Service that best meets his/her needs and to manage its credits. Ask Rose can propose personalised Consulting Services for the Members. According to the Members' challenges and questions, Ask Rose will match the request with the most suitable expert and Service.
- 5.2. To contact Ask Rose the Member does not need to use any credit, as this service is offered for free for the benefit of Members only; the value of the Bespoke Service will be defined according to the request.

6. Events

- 6.1. In the section “**Events**” of the Platform, the ROSE Member can check the list of the upcoming online live events conducted by Reply Experts and externals and the list of the recording video of the past ones.
- 6.2. The Event cards in the area are linked to external detail pages hosted on the Reply [Webinar platform](#).
- 6.3. To complete the registration for an event, the ROSE Member have to accept the Terms & Condition and the clauses of the Webinar Platform.
- 6.4. The Events will be provided from Reply Experts or Externals using a video conference session via a third-party platforms (e.g., Teams, Zoom etc). The use of third-party

platforms is regulated by the general terms and conditions available on the individual platforms.

- 6.5. To access the Events area and Register for the related Events, the Member does not need to use any credits, as this service is offered for free, for the benefit of Members only.

7. Area42 Labs

- 7.1. In the section “**Area42 Labs**” of the Platform, the Member can check the list of the available Labs to be booked for a virtual tour.
- 7.2. The Area42 virtual tour will be provided from Reply expert using a visor through a video conference session via a third-party platforms (e.g., Teams, Zoom etc). The use of third-party platforms is regulated by the general terms and conditions available on the individual platforms.
- 7.3. Without prejudice to the foregoing, the parties are free to agree on alternative meeting tools of using the Area42 Labs which shall be adequately documented.
- 7.4. The value of each Lab, in term of number of credits to be redeemed, is indicated in the description of each Lab, both for products in the catalogue and for the bespoke ones.
- 7.5. For each Lab tour available on the platform, a Reply Expert can be specified with name, work experience and references. The specific person who will deliver the virtual tour booked by the Member may be the Reply Expert or someone chosen by Reply.

8. User Groups

- 8.1. The User Groups are collaborative communities of peers and Reply Experts who meet regularly to build together a consolidated knowledge base on innovative topics, by sharing and testing new approaches and best in class examples and identifying relevant use cases and practical applications.
- 8.2. ROSE Members can apply to join the User Group spontaneously through the ROSE platform or offline by scheduling an onboarding session with the Group Leader or someone chosen by Reply.

9. My Account area

- 9.1. By logging in with their credentials, Members can access to My account area, the dedicated area where Members will be able to check: (i) the data provided during the registration process; (ii) the Consulting Services and the Area42 Labs tour booked, included the Bespoke Services created for the Member; (iii) the membership status (My Membership) and (iv) the credit status (My Wallet).

10. Changes and modifications regarding the Services

10.1. Consulting Services and Area42 Labs

- 10.1.1. Reply, in cases of necessity and urgency, may cancel or postpone the provision of the Consulting Service or the virtual tour of the Area42 Labs to another date or changing the Expert, without incurring any liability, giving notice to the Member. In this case, the Parties will agree to reschedule the session.

10.2. Events

- 10.2.1. The Provider undertakes to guarantee access to the Event offered through the Reply Webinars Platform to ROSE Members on the understanding that the Provider reserves the right to cancel or modify the Event at any time, by sending an e-mail to the registered users.
- 10.2.2. The Provider may, at any time, cancel or postpone an Event at any other date, without having to provide any explanation or incur any liability. In this case, the ROSE Members registered to the Event will be able to book the cancelled Event again, once rescheduled by the Provider.
- 10.2.3. The Provider reserves the right at any time and without notice, to make changes to the content of the initiative and to the composition of the teaching staff, guaranteeing equal professionalism, competence and training. Such changes will be published on the Website.

10.2.4. Each Event has a maximum number of participants at which it is no longer possible to participate.

11. Termination

- 11.1. All Members have the right to terminate the membership in any moment.
From that moment, the status of Member is ceased and the Member will not be anymore entitled to access the Platform and use ROSE and the Services.
- 11.2. Reply reserves the right to early terminate the membership of any Member in case of loss of the Eligibility Criteria; in such a case such a Member will not be anymore entitled to access the Platform and use ROSE and the Services.
- 11.3. Reply reserves the right to early terminate ROSE program for any reason, and in particular once the final version of the ROSE program will be ready.

12. Right of withdrawal and re-scheduling

12.1. Consulting Services and Area42 Labs

- 12.2. In the event that a Member no longer wishes to use a booked and not used (even partially) Consulting Service or virtual tour of the Area42 Labs, they must give 2 (two) working days' notice, contacting the expert who will provide the service through the channels made available on the Platform. It being understood that the right of withdrawal may be exercised as long as the Member has not yet used, even partially, the Consulting Service. If the cancellation of the Consulting Service or virtual tour of the Area42 Lab booked is made less than 2 (two) days before the due date or if the Consulting Service has been partially used, the credits will not be refunded, otherwise the credits will be given back on the Member's Wallet.
- 12.3. The Member, in agreement with the expert who will provide the Consulting Service or virtual tour of the Area42 Labs, may, with a notice of 2 (two) working days and through the channels made available on the Platform, request the re-scheduling of one or more meetings related to the service booked, as well as the change of the meeting tool to access it.

12.4. Events

- 12.4.1.7.4 If a ROSE Member wishes to cancel his registration for the Event, they must proceed independently from the User's area. Cancellation from the Event is always possible.

13. Industrial and intellectual property rights

- 13.1. Unless otherwise specified, contents present or made available during the provision and use of the Services, including all the material and information in any forms provided, among others, trademarks, distinctive signs, graphic elements, logos, texts, images, sounds, animations, buttons, icons and videos, including the layout of the same (the "**Material/s**"), are the sole property of Reply and/or Reply Group Companies and/or its content suppliers and are protected by applicable laws on copyright and other intellectual property rights.
- 13.2. The Member shall not have any right to copy, modify or use what has been listed above in any way other than those permitted by Reply, without Reply's written consent. It is therefore understood that under no circumstances shall the above-mentioned rights become the property of the Member and/or third parties.
- 13.3. During or following the performance of the Services, Materials relating to the Services may be issued to the Member for internal use. The Material may be sent by email or through other channels or may be downloaded by the Member through a link provided by Reply.
- 13.4. Reply shall under no circumstances be liable for any inappropriate or unauthorized use of the Material by the Member.

- 13.5. Everything shared during the provision of the Services, the Services themselves and the Material supplied shall not be transferred to third parties or economically exploited by the Member, it being understood that the Member may only use them for internal use within the organisation to which they belong.

14. Force majeure events

- 14.1. In the event of force majeure events, unforeseeable circumstances and events beyond Reply's control, the date of execution of sessions relating to a Consulting Service may be postponed or the provision of Services may be cancelled, providing adequate communication by telephone or email to the Member. In this case Reply shall not be held liable for any delays in the execution of the Consulting Services or for the cancellation of Services.
- 14.2. If, due to the events referred to in article 9.1 above, the access to ROSE is not possible by more than 10 (ten) working days, the Member may withdraw from these General Terms and Conditions of Services.

15. Profiling

- 15.1. The use of the content available in the post-login area of the Platform requires profiling. For further information on this matter and to request that it be blocked, you can send an email to onlineservices@reply.com.

16. Confidential Information

- 16.1. All the documents and information shared by the Member during the performance of the Services are confidential and can only be shared within the Reply Group Companies, unless differently agreed with the Member.
- 16.2. In connection with Area42 Labs, certain confidential information regarding experimental projects and R&D activities could be disclosed during the virtual tour, which are and will remain the property of Reply. The Member undertakes to observe the utmost confidentiality regarding such information and will take all necessary measures to prevent unauthorized or unlawful disclosures. This confidentiality obligations shall be binding on the Member until the confidential information become publicly known.

17. Guarantees and liability

- 17.1. Reply's obligations related to the Services are to be understood as obligation of care and skill. The Services are provided "as is". Reply does not provide any guarantee that the Service will meet the Member's expectations or that with the Service the Member will achieve specific or set objectives.
- 17.2. Reply shall in no event be liable for the conduct of Members, whether online or in any other situation, nor shall Reply be liable for any reason whatsoever for any damage originating from the use or non-use of the Services, even if Reply has been advised of the possibility that such damage may occur.
- 17.3. Reply shall not be held liable for the malfunctioning or non-functioning of telephone networks or lines, computer systems, servers, providers, e-mail programs or audio/video reproduction programs, both of Reply itself and of third parties on which Reply relies, as well as for the non-functioning of the platforms through which the Services are provided, caused by any technical problem or computer attack or by force majeure, which have an impact on the Services and their provision, or in any case for events beyond Reply's control.
- 17.4. Moreover, Reply, although it undertakes, within its competence, to intervene in a short time to remedy any malfunction or disservice that may arise and/or that is reported by the Member, does not guarantee the resolution of the disservice.
- 17.5. Reply shall not be liable for direct and indirect damages caused to persons and things in the performance of the Services, it being understood in any case that Reply shall not be

liable for damages of any kind suffered by the Member in relation to the Services, expressly including direct and indirect damages, loss of profit and damages due to loss of production or income, and those deriving from the non-use, in whole or in part, of the Services.