CORVINA Terms of Use

and Service Level Agreement

Welcome to Corvina

This legal agreement between you and CORVINA S.r.l. governs your use of the CORVINA platform. Please read and understand the following terms carefully. By using the portal before logging in, utilizing the services, or continuing to use the services after being notified of any changes to these terms, you accept these terms.

This agreement is between CORVINA S.r.l., a company organized under the laws of Italy, with registered office in Via Monte Fiorino, 13 San Giovanni Lupatoto (VR), VAT Number: 04814740231, and you, the 'User'. Hereafter, both parties will be collectively referred to as the "Parties."

CORVINA S.r.l. agrees to provide Users with access to the Corvina platform and to perform the associated services under the terms and conditions of this Agreement.

Agreement Terms

1. **Definitions**

   - "Organization" refers to the subscription where all devices and users are registered for Corvina Services and associated with the Corvina Administrator Contact Person.

   - "User Data" encompasses any information and/or data in any form entered on the Corvina platform.

   - "Data Retention" indicates that IoT data on Corvina are stored for 24 months during the use of the Organization and may be erased thereafter.

   - "Devices" are any units connected through the Corvina platform that enable a User to remotely connect or exchange IoT Data, including standard Exor devices or any unit meeting Corvina connectivity requirements.

   - "Type of Service" specifies the service purchased by the user, which can be SaaS, Dealer PaaS, or Dedicated PaaS.

   - "Services" include all Corvina Services provided by the platform to Users and Devices, including current and future services offered directly or through the Marketplace.

   - "Software" refers to all software distributed by Corvina for remote device access and IoT data exchange over the Internet.

   - "User" denotes any user of the Services who must be registered in an Account.

   - "Terms" refers to these Terms of Use and Service Level Agreement.

2. **Objective of the Agreement**

Corvina commits to providing the Users with the Services according to the type of service purchased (SaaS, Dealer Paas and Dedicated PaaS) described in the document attached as Annex 1. The Services will be provided in line with general industry standards and will perform substantially as described in Corvina documentation attached to these terms under normal use and circumstances.

3. **Ownership and Licensing**

Subject to the limited rights expressly granted herein, Corvina reserves all rights, titles, and interests in its Online Services and other Proprietary Software, including all related intellectual property rights. No rights are granted to the User other than as explicitly stated in this Agreement or other written specific agreement:

- Corvina licenses to Users: Corvina grants a worldwide license to use the Services for VPN Remote connection, Data Collection and Visualization, and any other Service provided through the Marketplace during the term of this Agreement.

- User licenses to Corvina: Users grant Corvina a worldwide and without limit of time license to use, reproduce, transmit, display, and adapt their data and applications as necessary for providing the Online Services in accordance with this Agreement. Furthermore, users grant Corvina a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into its Platform any feedback related to the Online Services.

4. **Users' Responsibilities**

The Services are provided for the proper use by Users, who undertake to comply with the license terms and applicable laws, codes, or regulations, including data protection laws.

Users may use the Services for business purposes but must not interfere with the Services' integrity or performance, attempt unauthorized access, or depend on the Services' proper functioning for critical systems. Users are responsible for their equipment, software, and communication lines required to access the Services as well as any activity performed by using the Services.

Customers are accountable for all activity under their organization and must comply with all relevant laws and regulations, including any privacy and personal data regulation.

Users must promptly notify Corvina of any unauthorized use or security breach and take immediate action to prevent any unauthorized copying or distribution of the Software.

Users are responsible for implementing security measures for their personal information and the Services, including using the latest software versions or updates.

Corvina provides high security for the Services, but the user remains liable for any other security issues. Corvina may suspend Services without notice or liability if the Services are misused, under attack, or as required by law or government agencies.

The user warrants the accuracy of their identification and information provided to access and use the Service.

5. Service Levels and Limitations

The Corvina platform is a professional service based on infrastructure hosted by world-renowned providers. Corvina guarantees that the platform services will function properly within the defined terms and service availability. The following terms are defined for the purpose of the Corvina Service Level Agreement (SLA):

- **Included Services in the SLA**:
    - VPN: VPN-based connectivity on an on-request basis, meaning the connectivity is provided when needed and not intended for permanent VPN connectivity.
    - IoT: Historical IoT Device data stored on the platform.
    - Corvina Portal (FE): A web portal where the user can access and use all related Services, like VPN Service, IoT, Marketplace Apps.
    - Corvina APIs: APIs to connect to Corvina, access configuration, and historical device Data stored in the Platform, with the right to disable access that overloads the platform with requests.

Regional Limitation: The SLA covers Corvina clusters and servers hosted in Europe, USA, India, and Singapore. For Devices and users in other areas, especially where services are restricted by local governments, Corvina cannot guarantee the SLA. The User must therefore verify whether the limitations affect the possibility of using the service.

With regards to the processing of personal data, you may refer to the privacy policy.

Service Availability: Corvina guarantees service availability as described below, calculated as a monthly average over the year.

Scheduled Service Unavailability: The Corvina Platform might be unavailable due to maintenance and upgrades. This will be communicated to the User in advance via email with the communication time varying based on the urgency of the maintenance and update activities. This downtime is not considered in the SLA.

Unscheduled Service Unavailability: Excludes downtime due to user's internet connection issues, service interruptions for cybersecurity reasons, failures of Corvina's cloud provider, the user's hardware, software, or network connections, user bandwidth restrictions, acts or omissions of good practice (e.g., whitelisting Corvina IPs and DNS), or use of outdated firmware when security advisories have been ignored.

Service Level Agreement Metrics: Corvina reserves the right to change the terms of this SLA. Any material changes will be communicated on the Corvina login page, requiring user acceptance.

Service Availability:

- VPN: 99%
- IoT: 99%
- Corvina Portal (FE): 99%
- Corvina APIs: 99%

6. **Support**

The user must ask support to its direct supplier for help desk issues. In case of bug, upon the Direct Supplier request, Corvina will provide the user with technical support activities.

Requests by Corvina for basic troubleshooting and bug fixes will be processed as promptly as possible and will be fixed within a reasonable time limit.

In case the Platform is improperly used by the User, Corvina will not guarantee the solution of the bug or troubleshooting.

7. **Organization Duration and Termination**

Corvina will provide Platform Services to Users as long as the devices and Services in the Organization have valid consumable licenses. These include VPN monthly tokens or bundles for remote device connection and IoT Messages for IoT Data exchange, as well as licenses for Corvina Apps. If an organization lacks consumable resources for VPN, IoT, or Marketplace Apps for more than one year, Corvina has the right to delete the Organization and deactivate the Devices' activation keys.

The licenses expiration will be promptly noticed by Corvina to the User who has to ensure availability of consumable licenses to the Organization.

In addition, Corvina will be entitled to forthwith terminate the contract or suspend the service if Corvina's client or the user breach any obligation of this agreement pursuant to art. 1456 of the Italian civil code.

8. **User Data**

Users are responsible for the management, backup, and use of the Services and Device Data stored on the Platform. They must ensure compliance with all applicable laws such as, for example, legislation on security, cybersecurity, archiving, and data transfer between countries. Corvina will not delete User Data during an active organization unless required by a government or if the data poses a risk to Corvina's integrity. User Data will be deleted 6 months after an organization's termination, but users have the right to request a bulk copy of their data during this period.

9. **Updates**

Corvina reserves the right to add features, provide fixes, updates, and upgrades to any part of the platform and related services. Corvina may modify, discontinue, or suspend any service of the platform with reasonable prior notice. Corvina reserves the right to access User accounts, organizations, sub-organizations, devices, and data for support and maintenance purposes.

10. **Limitation of Liability**

10.1 Corvina will employ reasonable skills, knowledge, and technology to provide security and data protection for Devices, Users, and Data on the platform. Corvina will be liable only in case of direct damages that the user should suffer in case of defects of the Platform/Software.

Corvina is not liable for indirect damages suffered by the User nor any damage due to misuse of the services by the User or any unauthorized access to User Devices, Data, or

Corvina is not liable for costs related to data loss, data corruption, or any indirect losses or consequential damages arising from this Terms of Use.

10.2 Notwithstanding anything to the contrary contained in these Terms, Corvina's maximum aggregated liability under any Agreement shall be limited to 50% of the total price paid by the Client in the current solar year and in any case never exceed the cap equal to 10.000, 00 Euros.

10.3 The limitation of liability set out under clauses 10.1 and 10.2 do not apply in case of Corvina gross negligence or willful misconduct.

11. Force Majeure

Corvina shall not be liable for delay or failure to perform any of the obligations set out under any Agreement regulated by these Terms by reason of circumstances beyond its reasonable control.
The Event of Force Majeure shall include without limitation, strikes, union agitation, lock-out accidents, fortuitous event, fire, force majeure, governmental orders, or similar orders, whether or not valid, computer bug, earthquakes or other disaster of the elements, embargoes, war, insurrections.

12. Waiver

Failure by Corvina to enforce any provision of these Terms shall not be construed as a waiver of the rights set out by such provision nor will any such failure prejudice Corvina's rights to enforce that provision in the future.

13. Severability

The invalidation of any provision of these Terms of Use by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of these Terms will remain in full force and effect.

14. Applicable Law and Dispute Resolution

These terms of use and service level agreement are regulated by and shall be construed in accordance with Italian Law.

Dispute Resolution: Any disputes, controversies or claims arising out or related to these Terms of Use will be reserved and resolved by binding arbitration before the International Chamber of Milan, in accordance with the Italian Rules of International Arbitration. The number of arbitrators shall be three. The seat of the arbitration shall be Milan. The arbitral proceedings shall be conducted in English.

15. Terms of Use Modification

Corvina reserves the right to modify the SaaS and these Terms of Use at any time, including changes to comply with GDPR. Any further revision will be made available when logging in onto the platform, for acceptance.

Pursuant to Sections 1341 and 1342 of the Italian Civil Code, you specifically accept the following clauses: Service Level and Limitations; Limitation of liabilities; Industrial and Intellectual Property Rights; Force Majeure; Waiver; Applicable Law and Jurisdiction.

CORVINA

Company Branding	SaaS
Domain name	Optional Brand of final client
Logo	Optional Brand of final client
Colours	Optional Brand of final client
Login Page	Optional Brand of final client
Terms of Use	CORVINA
User Manual	CORVINA
Market Place	CORVINA
App VPN	CORVINA
App Linux	CORVINA
App PC AGENT x86	CORVINA

Pricing	SaaS
Monthly fee	n/a
Contract Length	n/a
Start Up Help	n/a
VPN per device	Pass Through from CORVINA
IOT data consumption	Pass Through from CORVINA

Offering Name	SaaS
Device Limit	Unlimited
Tenant Limit	Unlimited
Users Limit	Unlimited
Messages per second limit	Unlimited
Device Activation Key/Code	Pass Through from CORVINA
Top Organisation	CORVINA
Dealer Dashboard	No
Resource Sharing	Yes
Sub Organization Branding	Optional
Can Create a SaaS Sub Org	No
Can create a Dealer PaaS	No
REST API	Included
Service Account for REST API	Optional Brand
Data Segregation	Partial
Cloud Portability	no
System Support (Tech Support)	Level 1 - CORVINA
	Level 2
	Level 3
Service Maintenance	Included
Instantaneous Real Time Data Retrival	1 year
Data Storage	2 year included
Extra 3 / 5 year storage	-