

GENERAL TERMS AND CONDITIONS OF USE

AIDA IoT monitoring platform

Field S.r.l. — Via delle Rose 7/A, Lallio (BG) — VAT No. 02718860162

In force as of: 01/06/2026

PREAMBLE AND DEFINITIONS

These General Terms and Conditions of Use (hereinafter the “Terms”) govern access to and use of the software platform named AIDA IoT (hereinafter the “Platform” or the “Service”), including all algorithms, logic and “services” connected with it, owned by Field S.r.l. (hereinafter “Field”), primarily intended for the geotechnical and structural monitoring of buildings and infrastructure works under construction or in operation.

The Platform may nonetheless also be applied in other fields in which “IoT”-type devices are used.

For the purposes of these Terms, the following definitions apply:

- “Field” (site) or “Job” (commission): the geotechnical and/or structural monitoring project for which the Service is activated.
- “Customer”: the natural or legal person who enters into the contract with Field and who is responsible for the Users’ access.
- “User”: any natural person authorised by the Customer to access the Platform.
- “Data”: the measurements, values, charts, tables and reports generated or displayed within the Platform.
- “Credentials”: the username and password associated with each User.

The Platform and the services connected with it are intended exclusively for professional Customers; accordingly, these Terms apply to that category, i.e. to parties acting in the exercise of an entrepreneurial, commercial, artisanal, professional or institutional activity.

A. SUBJECT MATTER OF THE SERVICE AND ACCESS TO THE PLATFORM

The AIDA IoT Platform allows the Customer and the Users designated by it to view, manage and process the Data transmitted by measurement and/or monitoring instrumentation installed in the field, by means of a control panel (dashboard), tables, charts and reports generated on the basis of formulas established in geotechnical and structural practice or in accordance with specific applicable standards.

1. Access to the Platform takes place upon registration: Field assigns the Customer the initial credentials (username and provisional password), which the User must change on first access. The only exception is the Demo version, for which the User registers independently. Access takes place via the web (from the website www.aidaiot.com) through any up-to-date browser, on devices owned by the Customer.
2. Upon first registration or first access, the Customer and, consequently, each User confirm that they have read, understood and fully accept these Terms. These Terms are always available for consultation and download from the website www.aidaiot.com.
3. Field undertakes to retain backups of the Data acquired on the Customer’s behalf for a period of twelve (12) months from the contract expiry date. Backups are performed daily on Cloud infrastructure. Thereafter, should the Customer need a backup of such Data, Field may provide it, provided that the Data is still available, against payment of a fee that will be communicated to the Customer in advance and explicitly accepted by the Customer in writing. Field cannot, however, guarantee the recoverability of such Data.

B. INTELLECTUAL PROPERTY RIGHTS AND PROHIBITED USES

1. Field S.r.l. is the exclusive holder of all intellectual and industrial property rights relating to the AIDA IoT Platform, including the source code, the algorithms, the application logic (stored procedures), the graphical interface, the trademarks and the logos. All rights are reserved.
2. The Data, files, charts, tables, reports and all documents and processing relating to a project generated and/or stored within the Customer's Reserved Area are the exclusive property and responsibility of the Customer. Field claims no rights over such content, save as necessary for the provision of the Service, and disclaims any liability relating to such content.
3. The Customer is granted a non-exclusive licence to use the Platform, non-transferable to third parties, limited to the duration of the contract and exclusively for the purposes provided for therein. The Customer may print, upload, download and internally share data, files and documents of its own property, solely within the scope of the activities relating to the projects present in the Platform.
4. The following are prohibited without the prior written authorisation of Field: the sale, sublicensing, assignment, duplication or any other form of disposal of the Platform or its components; the extraction or commercial use of texts, tables, trademarks, logos or other graphic elements (e.g. images, charts) owned by Field; the decompilation, reverse engineering or attempt to extract the source code, algorithms and logic of the Platform.
5. The use of automated software, devices and tools (bots, scrapers or the like) that interfere with the normal functioning of the Platform is prohibited. The use of artificial intelligence tools is permitted exclusively for the analysis of Data owned by the Customer, provided that this does not entail the transmission to third parties of proprietary components of the Platform.
6. Breach of the provisions of this article, as well as any use for purposes contrary to law or apt to harm the rights of third parties, entails the interruption of the service and the immediate termination of the contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to Field's right to compensation for damages.

C. SERVICE LEVELS (SLA) AND MAINTENANCE

1. Field undertakes to guarantee the availability of the Platform for at least 97% of the time on a monthly basis ("Uptime Target"), excluding scheduled maintenance periods.
2. Field undertakes to respond to malfunction reports within 12 working hours of notification and to provide an estimate of any restoration times within a further 12 working hours. Such timescales cannot be fully guaranteed during company closure periods.
3. Field reserves the right to carry out updates, modifications and scheduled maintenance, generally of limited duration and performed in the Customers' interest, without prior notice to the Customer. The Customer therefore expressly accepts that use of the Platform may, for short periods, be suspended or limited for the aforementioned reasons. Field nonetheless undertakes to restore the full and normal functionality of the Platform as soon as possible.
4. Field is not liable for slowdowns and interruptions of the Data Management Service that entail, for example, less than full accuracy of the displayed data, caused by: malfunctions of third-party networks (e.g. lack of or poor coverage of the network provider's GSM/GPRS networks); events of force majeure (e.g. natural disasters, wars, acts of terrorism, malicious events targeting the Company or its critical suppliers); the Customer's connectivity problems; the quality or timeliness of the data transmitted by the instruments installed in the field. In such cases the Service is provided "as available" and Field is not required to compensate for any damages.

D. LIMITATION OF LIABILITY

1. The AIDA IoT Platform is a tool for the visualisation and management of Data (measurements and values recorded in the field). The data represented do not constitute professional opinions and must be analysed, interpreted and validated by qualified technical personnel designated by the Customer. Use of the Data is the exclusive responsibility of the Customer. Field disclaims any liability for the incorrect use of the Platform by Users designated by the Customer. It is the Customer's responsibility to ensure that such Users have received the adequate training necessary for the purpose. Finally, AIDA IoT is not a system for controlling or validating other software.
2. Field cannot guarantee that the data collected by the field instruments are always detected and transmitted correctly and in a timely manner, as this may depend on technical and environmental factors beyond its control. The verification of the correctness of the data and their interpretation remain the exclusive task of the Customer, as does the timely reporting to Field of any anomalies detected. Field is not liable for damages arising from erroneous or untimely data, save in the case of wilful misconduct or gross negligence. Field nonetheless undertakes to intervene and cooperate with the Customer in resolving the problems.
3. The Service offered by AIDA IoT is configured ad hoc for each individual job, according to the needs related to a specific monitoring plan; therefore Field is not liable for malfunctions of the Platform due to incorrect information, conditions or alarm thresholds set and communicated by the Customer or by third parties engaged by it.
4. Field is not liable for display or notification errors, nor for any damages arising from viruses, malware or malicious software originating from third-party sites or files used on the devices of Users designated by the Customer. Field does not warrant that the Platform is entirely free of bugs, but undertakes to promptly correct any reported anomaly.
5. Field's overall liability towards the Customer for any cause, over a twelve-month period, is in any event limited to the amount of the fees actually paid by the Customer in the same period.

E. SERVICE FEE AND PAYMENTS

1. The consideration (one-off costs and recurring fees) for the use of the Platform is established in the contractual documentation entered into between Field and the Customer. Payment of the fee entitles the Users authorised by the Customer to an unlimited number of accesses.
2. Field reserves the right to modify the fee with written notice of at least forty-five (45) days. Within thirty (30) days of receipt of such communication, the Customer has the right to withdraw without penalty, by sending a communication to: field@legalmail.it. Failing any communication within that term, the modification shall be deemed tacitly accepted.
3. In the event of non-payment of the fees or of any other Field invoice relating to the contract, Field will send a written reminder with a term of seven (7) days to regularise the overdue payments. Once that term has expired to no avail, Field may suspend access to the Platform for the individual defaulting contract, subject to communication with five (5) days' notice. Suspension does not affect the retention of the Customer's Data for the following twelve (12) months.
4. Suspension for default is to be understood as limited to the individual defaulting contract. Extension to other contracts in place with the same Customer is, however, possible in the presence of serious and repeated default on one or more further contracts, documented and communicated in writing. "Serious and repeated default" means: the presence of invoices unpaid for at least sixty (60) days from the contractual due date and for which at least one written reminder has been sent to the Customer by email or PEC (certified email).
5. Once twelve (12) months have elapsed from the suspension without regularisation, Field may permanently delete the data relating to the suspended service, without the Customer being able to raise any objection.

F. INTERRUPTION OF THE SERVICE DUE TO INSOLVENCY PROCEEDINGS

1. In the event of the opening of liquidation, insolvency or crisis-settlement proceedings against the Customer, Field may suspend or interrupt access to the Platform, subject to written communication with fifteen (15) days' notice, during which the Customer or the Receiver may request delivery of the Data in an open format, subject to the regularisation of any overdue payments, or, failing that, provided that such data was generated during the period in which the Service fees were regularly paid by the Customer.

G. CUSTOMER'S OBLIGATIONS

1. The Customer is responsible for the correct management of the Users' credentials and undertakes to:
(a) promptly notify Field of any unauthorised use; (b) ensure that the Users receive adequate training; (c) not share the credentials with unauthorised parties.
2. The Customer undertakes to use the Platform exclusively for the purposes provided for by the contract and in compliance with these Terms and with the provisions of law.
3. The Customer is responsible for the correctness and completeness of the information, data and alarm thresholds provided to Field for the purpose of configuring the Platform.

H. PROTECTION OF PERSONAL DATA

1. Field S.r.l. is the controller of the processing of the Users' personal data (first name, surname, email, access data) collected for the purpose of providing the Service, in compliance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196/2003.
2. To the extent that the monitoring Data contain personal data of third parties, Field acts as processor pursuant to Article 28 GDPR on behalf of the Customer, who remains the controller. The parties undertake to enter into, upon request, a specific data processing agreement (Data Processing Agreement).
3. The complete privacy notice on the processing of personal data is available on the website www.fieldsrl.it

I. PARTIAL INVALIDITY

Any invalidity or ineffectiveness of one or more clauses is confined to the clauses affected, without impairing the validity and effectiveness of the remaining provisions.

L. APPLICABLE LAW AND COMPETENT COURT

1. These Terms are governed exclusively by Italian law.
2. Any dispute shall be referred to the exclusive jurisdiction of the Court of Bergamo, without prejudice to Field's right to apply to the court having territorial jurisdiction for urgent interim measures.

M. SPECIFIC APPROVAL PURSUANT TO ARTICLES 1341–1342 OF THE ITALIAN CIVIL CODE

The Customer, by means of a dedicated signature or tick-box upon accessing the Platform, declares that it has read, understood and specifically approves, pursuant to and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the following clauses:

B.6 (immediate termination of the contract for breach of the provisions on use of the Platform); E.2 (unilateral modification of the fee with 45 days' notice and right of withdrawal); E.3 (suspension of the service for non-payment); E.4 (extension of the suspension to other contracts in the event of serious and repeated default); E.5 (permanent deletion of the Data after 12 months of suspension); D.1 (Customer's responsibility for the interpretation of the data); D.2 (exclusion of liability for erroneous or untimely data, save wilful misconduct or gross negligence); D.3 (exclusion of liability for incorrect configurations made on

the Customer's instructions); D.4 (exclusion of liability for third-party viruses and malware); D.5 (limitation of Field's overall liability to the amount of the fees paid); F (interruption of the service due to insolvency proceedings against the Customer); I (partial invalidity); L (applicable law and exclusive court of Bergamo).

N. FINAL PROVISIONS

1. These Terms fully supersede any prior agreement between the Parties relating to the subject matter hereof.
2. Field reserves the right to update these Terms with a minimum notice of fifteen (15) days before their entry into force. The modifications shall be deemed tacitly accepted if the Customer continues to use the Platform after the date of entry into force.
3. Communications relevant for the purposes of these Terms must be made in writing by PEC or certified email: Field S.r.l.: field@legalmail.it — Customer: the address indicated in the individual contract.

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