GENERAL CONDITIONS OF PURCHASE

1. GENERAL TERMS AND CONDITIONS AND PURCHASE ORDER

1.1 This document (the "**General Terms and Conditions**"), together with any subsequent amendment that may be made pursuant to Article 23 below, is entered into for the purpose of governing the relationship between **DRASS GALEAZZI S.R.L.U.**, with registered office in Rome (RM), Piazza del Popolo no. 18, 00187, Tax Code/VAT No. 01302380496, and **DRASS S.P.A.**, with registered office in Rome (RM), Piazza del Popolo no. 18, 00187, Tax Code/VAT No. 01840720492 (the "**Company**"), on the one hand, and the party that will supply the Company with the services or products covered by this agreement (the "**Supplier**"), on the other hand.

1.2 The Company is a leading global supplier of diving systems and commercial diving solutions, including saturation diving systems and equipment, hydraulic launch and recovery systems (LARS), diving systems, personal diving equipment and diving components, hyperbaric chambers for oxygen therapy, hyperbaric chambers for tunnel boring machines, environmental control systems for confined or controlled environments, and wet and dry hyperbaric simulators for the commercial and defense sectors, as well as underwater vehicles.

1.3 In addition to these General Terms and Conditions and to the purchase order form (the "**Purchase Order**"), any further special contractual conditions that may be set out in the Purchase Order itself (the "**Special Conditions**") shall apply.

1.4 These General Terms and Conditions, together with the Purchase Order, the Special Conditions, where applicable, and any further technical annex relating to the Goods and/or the Services (the "**Technical Annexes**"), where present, constitute a single and indivisible agreement between the Supplier and the Company (the "**Contract**").

1.5 Any further contract or general terms and conditions of sale of services of the Supplier are expressly excluded from the terms of the Contract; their application and effectiveness between the Parties are expressly excluded, and they shall in no way form part of the Contract.

1.6 In the event of any conflict or inconsistency between the documents constituting this Contract, the following order of precedence shall apply:

a. Special Conditions;
b. General Terms and Conditions;
c. Purchase Order;
d. Technical Annexes

In the event of any discrepancy or conflict, the higher-ranking document shall prevail over the lower ranking document to the extent of the conflict between the documents.

1.7 For the purposes of this Contract, the Company and the Supplier are also referred to collectively as the "**Parties**" and individually as a "**Party**".

2. SCOPE OF SUPPLY AND PERFORMANCE OF THE SERVICES

2.1 This Contract sets out the terms and conditions under which the Supplier shall supply to the Company the goods and/or perform the services described and specified in the Purchase Order (the "**Scope of Supply**"), and the Company shall purchase the Scope of Supply at the prices and/or rates specified in the Purchase Order, in accordance with the delivery schedule set out therein and with

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the Special Conditions.

2.2 The Company may, due to system upgrades, maintenance activities or technical requirements, suspend or interrupt the performance of the Contract and of its own obligations for the time strictly necessary to meet such requirements, without this constituting a breach of its obligations.

2.3 Delivery of the Goods covered by this Contract, for the purposes of verifying compliance with the delivery terms, quality control and the transfer of risk in the goods from the Supplier to the Company, shall take place in accordance with the timing and procedures specified in the INCOTERMS® 2020 indicated in the Special Conditions set out in the Purchase Order.

2.4 The Supplier warrants that the personnel employed to carry out the activities relating to the Purchase Order shall be in compliance with the statutory provisions on remuneration, social security contributions, taxation, welfare and insurance, as well as with all applicable regulations governing employment relationships (laws, regulations and collective bargaining agreements), quasi-employment or collaboration relationships, and that such personnel shall be qualified and fit for the tasks to be performed.

3. ACCEPTANCE OF THE PURCHASE ORDER, AMENDMENTS AND CANCELLATION

3.1 The Contract shall become binding and take effect between the Parties upon the occurrence of either (i) execution of the Contract by both Parties, or (ii) receipt by the Company of the Purchase Order issued by it, accepted and signed by the Supplier without any requests for amendments or reservations.

3.2 Unless otherwise indicated in writing, the Purchase Order must be accepted by the Supplier within 7 (seven) calendar days from the date of receipt of the Purchase Order, by returning to the Company a copy of the Purchase Order, including any annexes, duly signed on each page, or by signing the electronic Purchase Order by digital signature and/or other forms of acceptance. Failing such acceptance within the time limits set out in this Article 3.2, the Company shall be entitled to deem the Contract not to have been concluded, and the Contract shall have no effect.

3.3 The Supplier is expressly prohibited from performing the obligations covered by the Contract before having returned to the Company the duly signed Purchase Order, in the manner and within the time limits set out in Articles 3.2 and 3.3 above.

3.4 No variation or amendment to the Purchase Order may be introduced unilaterally by the Supplier unless previously authorized by the Company through the issue of a change order countersigned by both the Company and the Supplier.

4. TRANSFER OF TITLE, DELIVERY OF THE GOODS, TESTING AND ACCEPTANCE

4.1 Delivery of the Goods, for the purposes of verifying compliance with the delivery terms, quality control and determining the moment at which the risk of damage to, or total or partial loss of, the Goods passes from the Supplier to the Company, shall take place in accordance with the timing and procedures specified in the INCOTERMS® indicated in the Purchase Order.

4.2 Title to the Goods shall pass to the Company at the moment the risk passes as provided for by INCOTERMS® 2020, in accordance with the specific delivery terms set out in the Special Conditions of the Purchase Order. Title to the work product created in the performance of the Service(s) shall pass to the Company upon its acceptance by the Company.

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4.3 Where the specific characteristics or nature of the Goods require compliance with particular protective rules, the Supplier shall highlight such requirements by means of appropriate labels, written instructions or timely communications upon delivery.

4.4 Any partial, split or early deliveries shall be accepted only where the Company has given its prior written consent; in the absence of such consent, the Company may return to the Supplier, at the Supplier's expense, the Goods and the Services and, in any event, any product delivered in advance of the delivery date that may be indicated in the Purchase Order.

4.5 Deliveries or supplies that do not comply with the specifications set out in the Purchase Order may be rejected by the Company, unless the Company has previously consented to them in writing, thereby accepting them.

4.6 Each shipment shall be accompanied by a copy of the transport document bearing the Purchase Order references and by the packing list, detailing the Goods contained therein, their respective quantities and weights, as well as all documentation required by the Purchase Order.

4.7 Delivery of the Goods shall neither imply nor constitute their acceptance, which shall take place only following a positive verification of the conformity of the items delivered with the Purchase Order and of the absence of defects or faults, verified by means of the acceptance tests provided for in the Special Conditions of the Purchase Order (the "**Acceptance Testing**"). The term "Acceptance Testing" includes any conformity check applicable in relation to the nature of the Goods and/or the Services, including purely quantitative, documentary, visual and functional checks, and does not necessarily presuppose formalized technical tests. The Company shall be entitled to notify the Supplier, even after receipt and irrespective of any payment of the relevant invoices and of the Consideration, and even of a positive outcome of the Acceptance Testing, of any non-conformity of the Goods supplied or the presence of defects or faults in the Scope of Supply, as provided for in Article 16. In such case, the Supplier shall promptly remedy the non-conformities and replace any defective or faulty Goods.

4.8 The Supplier undertakes to supply Goods and/or Services that comply with the safety regulations in force in Italy, as well as with the technical, functional and quality specifications defined in the Purchase Order or in its annexes. In order to verify such conformity, the Supplier acknowledges that the Goods may be subject to Acceptance Testing.

4.9 The procedures for carrying out the Acceptance Testing shall be set out in the Purchase Order. In the event of errors and/or malfunctions, the Goods shall be rejected; in such case a negative acceptance test report shall be drawn up, with the consequences specified in the Purchase Order. In such event, the Supplier shall make the necessary corrections at no additional cost to the Company within a maximum period of 15 (fifteen) days from notification of the negative acceptance test report, after which the Acceptance Testing shall be repeated in accordance with the procedures and time limits set out above.

4.10 Should such defects prove to be irremediable, the Parties shall agree on the amount to be deducted from the Consideration or, in any event, from the Supplier's receivables on account of the defects found. No payment shall be due from the Company to the Supplier for the Goods until they have successfully passed the Acceptance Testing, in accordance with the same procedures set out in the Purchase Order.

4.11 All costs relating to the Acceptance Testing, including those arising from any repetitions attributable to the Supplier (excluding all costs of any kind relating to Company personnel not required for the performance of the Acceptance Testing), as well as the fees of the body appointed to carry out

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Acceptance Testing at the Supplier's works and/or facilities, shall be borne by the Supplier.

4.12 In both cases and where applicable, the Goods and/or the Services (or any work product deriving therefrom) shall be deemed finally accepted by the Company only following the successful completion of the Acceptance Testing and of the tests provided for in the Purchase Order or otherwise agreed in writing between the Parties.

4.13 Where the Scope of Supply includes, in addition to supply, the installation, assembly or other commissioning of the Goods, delivery shall be deemed completed only upon successful completion of the installation, assembly or commissioning in accordance with the procedures agreed in the Purchase Order. Should such operations fail to ensure the full functionality of the Goods as specified in the Purchase Order, the provisions of Article 16 shall apply.

4.14 Upon acceptance of the Goods:

a. the risk of loss of or damage to the Goods shall pass definitively to the Company, without prejudice to the Supplier's warranty obligations;
b. the Warranty period referred to in Article 16 of this Contract shall commence;
c. the final instalment of the Consideration shall become due and payable, if so, provided in the Purchase Order;
d. the Goods shall be deemed accepted

4.15 The Supplier shall provide the Company with all documentation necessary and suitable for the proper use of the Goods and/or the Services (for example, instruction and operating manuals, installation, assembly and maintenance manuals, warranty certificates) (the "**Technical Documentation**") within the time limits that may be specified in the Purchase Order.

4.16 Upon delivery of the Goods, at the Company's request, the Supplier shall provide the following foreign trade data:

a. classification of the goods in the trade statistics (commodity code);
b. country of origin;
c. identification and classification of goods subject to export control;
d. certificate of origin or preferential origin document

5. PENALITIES FOR FAILURE TO MEET DELIVERY DATES

5.1 The final and interim delivery dates, where provided for and set out in the Purchase Order, are of the essence. In the event of failure to meet such dates, not justified by force majeure or by causes not attributable to the Supplier, a penalty equal to 2% of the total Consideration may be applied for each week or part of a week of delay, up to a maximum of 10%, unless otherwise agreed. The Company's right to compensation for any further damage shall remain unaffected.

5.2 In the event of delay in the delivery of the Technical Documentation with respect to the time limits specified in the Purchase Order, a penalty equal to 0.05% of the total Consideration may be applied to the Supplier for each day of delay, up to a maximum of 2%, which shall be cumulative with the penalty referred to in Article 5.1. The Company's right to compensation for any further damage shall remain unaffected.

5.3 The unconditional acceptance of a late delivery of the Goods or Services shall not be construed as a waiver by the Company of its right to claim damages until such damages have been paid in full to the Company within the required time limits.

5.4 The Supplier shall immediately inform the Company's purchasing department should it foresee difficulties likely to jeopardize its ability to deliver or supply the Goods and/or the Services within

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the required time and with the required quality. Such notice shall not, in any event, release the Supplier from liability for the delay in performance.

5.5 Should the delay continue beyond the tenth week from the scheduled delivery date, or in relation to other contractual obligations, the Company shall be entitled to declare the Contract terminated pursuant to Article 10, and the Supplier shall pay the Company the sums due by way of penalty pursuant to Article 5.1, without prejudice in any event to the Company's right to compensation for any further damage suffered.

5.6 Where the Purchase Order provides for delivery of the Scope of Supply in several instalments, the Supplier's performance shall be deemed duly completed only upon completion of the delivery of the entire Scope of Supply.

6. PRICE, PAYMENT AND TRANSPORT COSTS

6.1 In consideration of the performance of the Contract and the delivery of the Scope of Supply, the Company shall pay the Supplier the consideration set out in the Purchase Order (the "**Consideration**" or the "**Price**"), in accordance with the terms and any further indications set out in the relevant section thereof (the "**Payment Terms**"), taking into account any further specific conditions applicable to the Consideration set out in the Purchase Order.

6.2 Invoices issued by the Supplier in connection with the performance of the Contract may be paid provided that they are issued in compliance with the applicable statutory provisions, transmitted electronically in the format set out in Annex A to Ministerial Decree no. 55/2013, and contain all the information necessary to enable the Company to process the payment. In particular, the Supplier's invoice shall state: the Purchase Order number, the description of the Goods/Services, the quantity and unit price of the Goods/Services, the currency, the payment terms and the Office Unique Code A4707H7, so as to enable the Interchange System to deliver the electronic invoice correctly. Should the invoice lack one or more of the above elements, the Company shall request the Supplier to provide the necessary additions/corrections, and a new payment term shall run from the date of receipt of the corrected invoice. The Company shall not be held liable for any payment delays caused by the absence from the Supplier's invoice of the elements specified above.

6.3 Unless otherwise expressly indicated in the Purchase Order, all materials, goods, equipment, personnel, engineering and any other item or Service to be supplied or performed by the Supplier for the performance of the Contract shall be deemed included in the Consideration.

6.4 Unless otherwise agreed in writing, the Consideration shall be paid by the Company to the Supplier by bank transfer in accordance with the terms and procedures set out in the Purchase Order. In any event, payment of the Consideration is conditional upon the Company's unreserved acceptance of the Goods and/or the Services in accordance with the terms and procedures set out in the Purchase Order.

6.5 The Consideration may not be amended unilaterally by the Supplier, save with the Company's prior written agreement. The prices set out in the Purchase Order and the Consideration are fixed and lumpsum and are not subject to revision.

6.6 Where the Purchase Order provides for the reimbursement of documented expenses, such expenses may be paid by the Company provided that they have been approved in advance by the Company and justified in writing.

6.7 Where the Order provides for deliveries split into several instalments, payment of the Consideration

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shall be deemed to relate to the full and complete performance of the Scope of Supply. The due dates set out in the Purchase Order for each individual delivery shall remain unaffected in any event.

6.8 In the event of late payment with respect to the agreed terms, save where such delay is not attributable to the Company, default interest at the applicable rate shall be charged to the Company. Default interest shall be due only following formal notice of default served on the Company by the Supplier and provided that the delay is not due to a cause attributable to the Supplier. In any event, late payment shall not constitute grounds for suspending the supply.

6.9 The Company shall select the shipping methods, indicating them in the Purchase Order (the "**Shipping Method**"), which, unless otherwise agreed in writing between the Parties, shall be at the Supplier's expense. Special Methods of transport may be used at the Company's request, provided that the Company gives the Supplier reasonable advance notice of its transport requirements prior to shipment of the Scope of Supply.

7. CONFIDENTIALITY

7.1 For the purposes of the Contract, "Confidential Information" means, taken as a whole:

a. the Know-How as defined in the Contract, which constitutes confidential information;

b. all information relating to the Company's business (including, by way of example and without limitation, documents, drawings, projects, reports, technical data, graphs, commercial agreements, analyses, studies, research, production processes, working methods, techniques used, formulas and production processes, technologies used, types of suppliers, customer lists and related contacts, quality and quantity of products purchased, prices, discounts, business plans and operations, market research and strategies, specifications, samples, models, drawings, plans or *rebates*);

c. all intellectual property assets owned by the Company, meaning any trademark, whether registered or unregistered, patent, invention not yet registered, any work protected by copyright law, and any registered or unregistered design;

7.2 Without prejudice to any legal obligation or liability and to the general duty of good faith governing the performance of the contractual relationship, the Supplier undertakes, for the entire term of the Contract and following its termination for any reason, not to disclose any Confidential Information disclosed by the Company to the Supplier, whether orally or in writing, in electronic form or by any other means, and whether or not marked or otherwise identified as "confidential", in connection with the Contract. The Confidential Information shall be kept strictly confidential and shall be used by the Supplier solely for the purpose of performing the Contract.

7.3 The Supplier undertakes, on its own behalf and, also pursuant to Article 1381 of the Italian Civil Code, on behalf of its employees, suppliers and collaborators, not to disclose the Confidential Information and the Know-How without the Company's prior written consent, both during the Term and after the termination of this Contract. Accordingly, the Supplier shall implement, and shall cause its employees, suppliers and collaborators to implement, appropriate confidentiality and security measures as specified in the Purchase Order in order to keep the Confidential Information strictly confidential and to fulfil the obligations set out in this Article 7. In the event of breach of the prohibitions set out in this Article 7, the Supplier shall pay the Company, by way of penalty pursuant to Article 1382 of the Italian Civil Code, an amount determined in proportion to the seriousness of the breach, its duration and its consequences, on the basis of objective and documentable criteria,

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without prejudice to the Company's right to claim compensation for any greater damage. The Company's right to seek injunctive relief in respect of any breach of this Article 7, within the limits and under the conditions provided for by law, shall also remain unaffected.

7.4 At the Company's request, the Supplier shall promptly return all documents and other materials received from the Company.

7.5 This Article 7 shall not apply to information which: (a) is or becomes publicly available through no fault of the Supplier; (b) was lawfully known to the Supplier at the time of disclosure; or (c) is lawfully obtained from a third party on a non-confidential basis.

8. COOPERATION, AUDIT AND ACCESS TO PREMISES

8.1 The Company shall provide the Supplier with all materials and information necessary to enable the Supplier to supply and deliver the Scope of Supply correctly and on time.

8.2 Materials, components, containers and special packaging supplied by the Company to the Supplier for the purposes of the performance of this Contract shall remain the property of the Company. They may be used by the Supplier solely in accordance with their intended purpose and for the sole purpose of performing the Contract. The processing of materials and the assembly of components are carried out on behalf of the Company. It is understood that, before title to the Goods passes from the Supplier to the Company under this Contract, the Company shall be co-owner of the Goods manufactured with its materials and components, in proportion to the value of the Company's components relative to the overall value of the Goods; the Supplier undertakes to hold such materials and components supplied by the Company in safe custody in the Company's interest.

8.3 Materials sent by the Company to the Supplier for the purposes of the performance of this Contract shall be deemed compliant unless otherwise notified by the Supplier to the Company within 5 days of receipt of such materials.

8.4 In addition to the provisions set out in this Article 8, the Parties shall have a general duty to cooperate with each other in relation to the subject matter of this Contract, so as to enable the other Party to perform its obligations under this Contract properly.

8.5 In order to monitor the progress and quality of the work required to perform the Contract, the Supplier shall allow the Company or its delegates free access to its works and facilities.

8.6 The Supplier grants the Company, or a third-party company designated by it, access to its registered/operational office upon the Company's simple written request, with three (3) business days' notice.

8.7 Where, for the purposes of performing the obligations covered by this Contract, it becomes necessary to allow the Supplier and/or its employees, collaborators or agents access to the Company's works, operational sites or other premises, the Parties undertake to carry out jointly the assessment of interference risks and the drafting and/or updating of the Single Interference Risk Assessment Document, and to carry out every other formality and prepare every other document required by the occupational health and safety regulations in force.

8.8 Where, for the purposes of performing the obligations covered by this Contract, it becomes necessary to allow the Supplier and/or its employees, collaborators or agents access to the Company's works, operational sites or other premises, the Supplier shall comply with all rules and instructions concerning occupational safety, environmental protection, access to and movement within the Company's plant, identification requirements, etc., which shall be provided by the

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Company for the relevant site at the time the on-site activities are carried out.

8.9 The Company assumes no liability for accidents occurring within the Company's works/sites involving such persons.

9. TERM

9.1 This Contract shall take effect on the date of its execution, pursuant to Article 3, and shall remain in force for the term, if any, specified in the Purchase Order. If no term is specified, the Contract shall terminate automatically upon delivery of the Scope of Supply, save as otherwise expressly provided in the Contract with reference to specific obligations requiring a different duration. Any obligation under the Contract which, by its nature or by specific provision of this Contract, survives the termination of the Contract, for whatever reason, shall remain in full force and effect.

10. EXPRESS TERMINATION CLAUSE

10.1 In the event of the Supplier's breach of the obligations arising under the Contract, the Company shall be entitled to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code by sending written notice to the Supplier by certified e-mail (PEC), should the Supplier fail to remedy its breach within thirty (30) business days of receipt of the Company's written notice contesting such breach, with a warning that, upon expiry of such period, the contractual relationship shall be deemed automatically terminated, without prejudice to the Company's right to compensation for any damage suffered and to any other remedy provided for.

10.2 In addition to the provisions of Article 10.1 above, the Company shall be entitled to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code by sending written notice to the Supplier by PEC, with effect from the date indicated by the Company in such notice, without prejudice to the Company's right to compensation for any damage suffered and to any other remedy provided for, should the Supplier:

a. breach the prohibition on assignment and/or transfer of the Contract set out in Article 20;
b. breach the confidentiality obligations set out in Article 7;
c. breach the prohibitions referred to in Articles 3.3 and 3.4;
d. fail to meet the essential delivery dates set out in the Purchase Order;
e. fail to fulfil the duty of cooperation set out in Article 8.4;
f. fail to fulfil the obligations set out in Article 12;
g. fail to fulfil the obligations set out in Article 14;
h. fail to fulfil the obligations set out in Article 16;
i. fail to fulfil the obligations set out in Article 17;
j. be placed in liquidation or become subject to any insolvency proceedings, or be the subject of attachments, seizures, protests or other precautionary measures, or find itself in a situation of association with, or subjection to any form of control, including indirect control, by a competitor of the Company;
k. breach any of the representations or warranties set out in Article 17, or should the Supplier, any of its ultimate beneficial owners or the intended end user of the Goods become a Sanctioned Person

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10.3 It is understood that any tolerance by the Company of the Supplier's failure to perform contractual obligations shall not constitute a waiver by the Company of its right to exercise the contractual remedies provided for herein, including the remedy provided for by the express termination clause, in respect of such and/or subsequent breaches. The Company shall in any event retain the right to terminate the Contract at any time in the event of a change in the Supplier's corporate structure, or in the event that the Supplier is declared bankrupt or becomes subject to other insolvency proceedings.

11. FORCE MAJEURE

11.1 The Supplier shall not be held liable for failures to perform and/or delays due to events of force majeure, meaning exceptional and/or unforeseeable events and/or circumstances such as wars, revolutions, sabotage, epidemics, fires, explosions, earthquakes, floods, national and industry-wide strikes, impediments arising from specific legislative provisions, or other impediments of equal gravity beyond the control of the Parties and unforeseeable in nature.

11.2 In the cases referred to in Article 11.1 above, the delivery dates shall be extended by a period corresponding to the business days lost as a result of the occurrence of the aforementioned force majeure events.

11.3 If performance of the Contract by a Party is rendered impossible – temporarily or permanently – by an event of force majeure, the Party affected by such event shall promptly inform the other party in writing (within 7 days of the occurrence of such event), stating the date on which it occurred and the date on which it is expected to cease to have effect.

11.4 The Company shall not be liable for, nor required to compensate, any loss or damage suffered by the Supplier arising from events of force majeure.

11.5 In the event of such force majeure, any failure by the Company to perform the Contract shall not be deemed attributable to the Company. In such circumstances, the Company shall be released from all contractual obligations and liabilities.

11.6 If the force majeure events continue for more than 60 (sixty) days, the Parties shall be entitled to deem the Contract automatically terminated.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier represents and warrants that the Goods and/or the Services, as well as each of their components, parts, documentation, software, know-how, distinctive signs or other elements used or supplied in the performance of the Contract, do not and shall not in any way infringe the patents, trademarks, designs, copyrights, database rights, licenses, trade secrets or other intellectual or industrial property rights of third parties, nor prejudice the Company's freedom or lawfulness of use, economic exploitation and trade of the Goods and/or the Services, whether in Italy or abroad.

12.2 The Supplier assumes full and exclusive liability for any claim, action or demand – whether judicial or extrajudicial – brought by third parties against the Company in relation to alleged or actual infringements of the rights referred to in the preceding paragraph and undertakes to indemnify and hold the Company fully harmless from and against any resulting charge, cost, expense (including legal fees), damage, penalty or liability. In particular, upon the Company's simple written request,

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the Supplier undertakes: (i) to take over, at its own care and expense, the handling and defense of any dispute or proceedings brought by third parties against the Company; and/or (ii) to take, at no cost to the Company and as quickly as is technically possible, every measure necessary to remove the infringement, such as, by way of example, obtaining the necessary licenses, or replacing and/or modifying the Goods and/or the Services with equivalent, non-infringing ones, ensuring in any event that the required functionality and performance are maintained.

12.3 The Company's right to intervene in proceedings, to appoint counsel of its choice and to take directly any action or initiative it deems appropriate to protect its rights and interests is expressly reserved, without prejudice in any event to its right of full recourse against the Supplier.

12.4 Save as otherwise expressly indicated in the Purchase Order and in Article 13 below in relation to Software, the Company shall, as of now, become the sole and exclusive owner, in perpetuity and without territorial limitation, of all rights – without exception or reservation – of economic use and exploitation of the Goods and relating to the ideas, studies, projects, drawings, models, technical solutions, specifications, software, documents, deliverables, know-how, results of activities, developments, improvements and, in general, all documentation and materials, in any form and on any medium, conceived, developed, created or otherwise prepared by the Supplier (and/or by its employees, collaborators or subcontractors) within the scope of or in the course of the performance of the Contract.

12.5 The Supplier acknowledges that the Consideration agreed for the Goods and/or the Services includes and is adequate consideration also for the transfer to the Company of the rights referred to in this Article, and undertakes, upon the Company's simple request, to sign any further deed or document reasonably necessary to perfect, register or render such transfer enforceable against third parties, and to procure a similar undertaking from its employees, collaborators and subcontractors involved.

12.6 All intellectual and industrial property rights, including without limitation patents, utility models, registered or unregistered designs and trademarks, trade names, domain names, copyrights and related rights, database rights, know-how, trade secrets and any other proprietary right, as well as any application, renewal, extension and right to apply for the same, relating to or embodied in the Confidential Information or in the information and materials transmitted by the Company to the Supplier for the purposes of the performance of the Contract, in all drawings, specifications, manuals, technical documentation, software and other materials provided by the Company to the Supplier in connection with the Contract (collectively, the "**IPR**"), are and shall remain the exclusive property of the Company and/or its licensors. Nothing in the Contract shall operate as a transfer, assignment or license of such intellectual or industrial property rights to the Supplier.

12.7 For the purposes of this Contract, "Know-How" means any technical, commercial, industrial and organizational information, data, methods, procedures, processes, formulas, designs, calculations, models, software architectures, engineering solutions, test results, manuals, drawings and other information (in written, electronic, oral, visual or any other form) which are not generally known or readily accessible in the relevant industry, which have actual or potential economic value for the Company or its affiliates, and in respect of which the Company or its affiliates have taken reasonable measures to preserve their confidentiality.

The Supplier acknowledges that any Know-How disclosed or otherwise made available by the Company in connection with the design, manufacture, integration, installation, commissioning, testing, operation, maintenance or support of the Goods and/or the Services, including any diving

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systems, submarines and hyperbaric chambers, shall at all times remain the exclusive property of the Company or its affiliates and shall be treated as Confidential Information pursuant to Article 7 of this Contract. The Supplier shall use such Know-How solely for the purposes of performing the Contract and of the use and maintenance of the Goods in accordance with the Contract, and shall not, directly or indirectly, use, disclose, reproduce, *reverse engineer*, decompile, disassemble, modify or exploit such Know-How, in whole or in part, for any other purpose or for the benefit of third parties, save with the Company's prior written consent.

12.8 Without prejudice to any mandatory right granted by applicable law, no other right, title or interest, no further license and no implied license, option or right of any kind in the IPR or in the Know-How of the Company or of third parties is granted or transferred to the Supplier under the Contract.

12.9 The provisions of this Article shall survive the expiry or termination of the Contract, for whatever reason, to the fullest extent permitted by applicable law.

13. SOFTWARE DEVELOPMENT SERVICES, UPDATES AND SOFTWARE MAINTENANCE

13.1 For the purposes of this Article 13:

- "**Software**" means any computer program, application, component, module, interface, script or code (in both object code and source code form), together with the related documentation, developed, customized, configured or integrated by the Supplier in the performance of the Contract and/or of the relevant Order Forms;
- **"Results"** means the Software and all materials connected therewith, including technical specifications, analyses, drawings, documentation, manuals and reports, as well as any further work of authorship created by the Supplier in the performance of the Contract;
- "**Subsequent Developments**" means all modifications, improvements, updates, new versions, evolutionary or corrective releases, as well as derivative works and intermediate developments of the Software and/or the Results, made by the Supplier on the Company's instructions or otherwise in connection with the Contract

13.2 This Article 13 governs, as a special provision prevailing over Article 12, the ownership and exercise of the intellectual and industrial property rights relating to the Software, the Results and the Subsequent Developments, as well as any licensing of the Software to the Company, as further specified in the following paragraphs.

13.3 Where the Software has been created by the Supplier specifically for the Company, on the Company's commission under this Contract, the Parties agree that the ownership and the rights of economic use relating to the Software, the Results and the Subsequent Developments shall be governed, alternatively, by:

a. Option A – Full ownership vested in the Company, as set out in Article 13.4; or
b. Option B – Ownership vested in the Supplier and exclusive license to the Company

The specific applicable option (Option A or Option B) shall be indicated, for each individual assignment or project, in the relevant Purchase Order, which shall form an integral and essential part of the Contract. In the absence of express indication, Option A – Full

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ownership vested in the Company shall be deemed to apply.

13.4 Where Option A is selected in the Purchase Order, the Supplier, upon payment of the agreed Consideration or, if earlier, upon delivery of the Software and the Results, irrevocably and definitively assigns and transfers to the Company, on an exclusive basis, all rights of economic use in the Software, the Results and the Subsequent Developments, for the entire term of legal protection and for all countries of the world, without any limitation as to the manner of use. Such assignment includes, by way of example only, the right to reproduce, permanently or temporarily, in whole or in part, the Software and the Results, by any means or in any form; to translate, adapt, transform, modify and further develop the Software and the Results, and to reproduce the derivative works so obtained; to distribute the Software and the Results to the public in any form, including by way of rental, lease, license or sublicence, on premise or in cloud mode, integrating them into the Company's solutions, products and services; and to grant to third parties, including the Company's customers, licenses and sublicences to use the Software and the Results, on any basis, without the need for any further consent from, or compensation to, the Supplier. The assignment referred to in Article 13.4 expressly includes, by way of example, all modifications, improvements, updates, subsequent versions, patches, releases, evolutionary and corrective changes, all intermediate developments, prototypes, beta versions and any work derived from the Software or the Results, and any further adaptation, transformation, integration or customization activity carried out by the Supplier in relation to the Software.

13.5 Where Option A applies, the Supplier undertakes to deliver to the Company also the source code of the Software and the Results, together with the technical documentation necessary to enable their full use, maintenance, modification and evolution by the Company or by third parties appointed by it. Any derogations from or limitations to the obligation to deliver the source code shall be governed by the Purchase Order.

13.6 Where Option B is selected in the Purchase Order, ownership of the intellectual property rights in the Software, the Results and the Subsequent Developments shall remain with the Supplier, which shall retain the status of original or derivative owner thereof, without prejudice to the following rights in favor of the Company.

The Supplier grants to the Company, with effect from delivery of the Software and the Results and subject to payment of the agreed consideration, an exclusive, perpetual, irrevocable, worldwide license, without territorial or other limitations, to use the Software, the Results and the Subsequent Developments.

The Company shall be entitled to incorporate and install the Software developed by the Supplier in its own products, systems or solutions, and to license such Software, in embedded or stand-alone form, to its customers and/or third parties, for consideration or free of charge, on an exclusive or non-exclusive basis, to sub-license such rights to further parties and, unless otherwise agreed between the Parties, to freely modify, adapt, integrate, translate, update and evolve the software, directly or through third parties appointed by it. The Parties may, in fact, agree that any subsequent work on the Software be carried out by the Supplier, or with its support, in accordance with procedures and timescales to be agreed between the Parties. Such license includes, by way of example and without limitation, the Company's right to: use the Software and the Results, in object code form, in any environment and for any purpose connected with its business activities, including by integration into its own solutions, platforms, products and services, whether on-premise or in cloud mode; carry out all loading, display, execution, transmission and storage of the Software

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necessary for its use, as well as the back-up copies strictly necessary for security and business continuity; grant to third parties, including its customers, sublicences to use the Software and the Results, including as integrated into the Company's solutions, on terms freely determined by the Company, without the need for any further consent from, or compensation to, the Supplier; and make, directly or through appointed third parties, the modifications strictly necessary to integrate the Software with other programs and systems of the Company and to ensure its interoperability, without prejudice to compliance with mandatory rules governing software.

The license is granted to the Company on an exclusive basis for the fields of use and purposes specified in the Contract and in the Purchase Order; the Supplier undertakes not to grant to third parties, either directly or indirectly, licenses or rights to use the same Software and the same Results in conflict with the exclusive rights granted to the Company.

13.7 Where Option B applies, the Supplier further undertakes to deposit with a specialized independent third party, previously approved by the Company, an up-to-date and complete copy of the source code of the Software, together with the technical documentation necessary to enable its maintenance, modification and evolution.

The escrow deposit, governed by a separate agreement, shall be kept up to date for the entire duration of the license and of the Software Maintenance Service, where provided for.

The Company shall be entitled to obtain the release of the source code and the related documentation upon the occurrence of any of the following events:

a. cessation of business, liquidation or insolvency of the Supplier;
b. permanent cessation by the Supplier of the business relating to the Software;
c. failure by the Supplier to provide the Software Maintenance Services for a period exceeding 90 days, where such services have been purchased by the Company;
d. serious breach by the Supplier of its Software maintenance and support obligations, not remedied within the period provided for in the Contract;
e. any other circumstance that makes it reasonably impossible or excessively difficult for the Company to continue using and maintaining the Software as provided for in the Contract

Following release, the Company may use the source code solely for the purposes necessary to ensure business continuity and the maintenance, correction and evolution of the Software, including through appointed third parties, in compliance with the Supplier's intellectual property rights.

13.8 The Supplier represents and warrants that:

a. any use, in the course of developing the Software, of programs, components, libraries, modules, frameworks or other software elements owned by third parties, including open source or free software, shall take place in full compliance with the relevant licenses and with the intellectual property rights of their owners;
b. such uses shall not entail, now or in the future, any obligation on the Company to (i) make available, disclose or distribute to third parties, in whole or in part, the source code of its own products, its own solutions or the Software developed; (ii) grant to third parties licenses broader than those the Company intends to grant to its customers; (iii) subject the Company's products or services to copyleft conditions or to restrictions incompatible with the Company's business model;
c. it is the owner, or otherwise the lawful licensee, of all rights necessary to develop and/or license the Software, the Results and the Subsequent Developments as provided for in this Article 13;
d. the Software, the Results and the Subsequent Developments do not infringe the intellectual

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property rights, copyrights, patents, trademarks, trade secrets or other rights of third parties;

e. any third-party and/or open-source components are used in compliance with the relevant licenses, without giving rise to further obligations on the Company other than those expressly accepted by it in writing;

13.9 the Software supplied has been developed in accordance with adequate security standards and does not contain *malware*, *backdoors*, *trojans* or other malicious code capable of compromising the security, integrity or proper functioning of the Software and/or the Company's systems. The Supplier undertakes to indemnify and hold harmless the Company, its directors, employees and customers from and against any damage, cost, expense, liability, claim, action or demand (including reasonably incurred legal fees) brought by any third party, expressly including, by way of example and without limitation, the Company's customers, and the licensors and owners of the software, programs, components or other materials used by the Supplier in the performance of the Contract, and arising, directly or indirectly, from or in connection with:

a. any alleged or actual infringement of the intellectual property rights or licenses of third parties by the Supplier, its employees, collaborators or subcontractors, or by the Software, the Results, the Subsequent Developments or the third-party and/or open-source components used by the Supplier in the performance of the Contract;

b. any alleged or actual breach of contractual obligations undertaken by the Supplier towards third parties (including, by way of example, owners, licensors and suppliers of software, components, libraries, modules, frameworks or other materials used by the Supplier in the performance of the Contract), to the extent that such breach gives rise or may give rise to claims, demands, actions, obligations or charges of any kind against the Company or its customers;

c. claims, demands, actions, obligations or charges of any kind against the Company or its customers, including – where applicable – claims based on alleged breaches of open-source licenses or demands seeking to obtain from the Company the release of the source code of its own products or of the Software developed, or the subjection of such products to copyleft regimes or to license conditions incompatible with this Contract.

13.10 All the representations, warranties, indemnification obligations and limitations set out in Article 12 ("Intellectual Property Rights") and Article 16 ("Supplier's Warranties and Indemnities") of the Contract remain in force and apply in full to this Article 13, with particular reference to the warranty of non-infringement of third-party intellectual property rights, to the freedom and lawfulness of use and trade of the software by the Company and its customers, and to the Supplier's indemnification obligations in favor of the Company for any third-party claim connected with the software developed under this Article.

13.11 The Supplier shall provide the Company with software maintenance and support services (the "**Software Maintenance Services**") only if, and to the extent that, such services are expressly included in the Scope of Supply and specified in the relevant Purchase Order. Where purchased by the Company, the Software Maintenance Services shall include, as a minimum: (i) the provision of all Updates pursuant to clause 13.2; and (ii) technical support for the diagnosis and resolution of errors in the Licensed Software. The specific scope, service levels, response times and fees for such services shall be detailed in the Purchase Order or in a separate document. In the absence of a specific agreement for Software Maintenance Services in the Purchase Order, the Supplier shall have no obligation to provide support, error correction or assistance, nor shall the Company be under any obligation to accept or pay for such services.

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13.12 For the duration of the active Software Maintenance Service purchased pursuant to clause 13.1, the Supplier shall make available to the Company any software updates, including patches, bug fixes and security updates, which the Company generally releases for the Software (the "**Updates**").

13.13 Where the Supplier uses *open source* or *freeware* software components for the purposes of this Contract, it shall ensure the monitoring, management and timely resolution of security vulnerabilities and the application of the related patches, where available. To this end, the Supplier further undertakes to: (i) identify and monitor known vulnerabilities by means of appropriate tools and sources; (ii) apply without delay the security updates and patches released; (iii) adopt, where no patches are available or where direct intervention is technically impossible, suitable mitigating measures to reduce the risk. The Supplier also undertakes to cooperate actively with the Company, providing all necessary information and carrying out the activities requested, in order to prevent, manage and resolve vulnerabilities, including by means of corrective, replacement or evolutionary work on the Software and the related components concerned. It is understood that the Supplier is responsible for adopting all technical and organizational measures reasonably necessary to ensure an adequate level of security of the components used.

13.14 Where the Software is of the Commercial Off-the-Shelf type ("**COTS**") and, by express agreement of the Parties, the End-User License Agreement ("**EULA**") prepared by the Supplier to govern the use of the COTS Software supplied to the Company applies, also by way of partial derogation from Article 1.5 above, the Supplier shall disclose to the Company any discrepancies between the terms of the EULA and those of these General Terms and Conditions.

14. SUPPLIER'S REPRESENTATIONS

14.1 The Supplier expressly warrants to the Company:

a. that the Goods supplied comply with the product safety regulations in force, in particular with the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP) and Legislative Decree No. 81/08;

b. compliance with the laws governing the treatment of employees, environmental protection and occupational health and safety, and undertakes to eliminate or at least minimize the negative effects of its activities on people and the environment. To this end, the Supplier shall establish and continuously develop a quality management system based on the ISO 14001 standard, commensurate with its capabilities;

c. compliance with the principles of the UN initiative, in particular those relating to the protection of human rights at international level, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discriminatory criteria in recruitment, environmental responsibility and the prevention of corruption;

d. to treat with the utmost confidentiality all information, data and documents of the Company of which it becomes aware in the performance of the Contract, using them solely for contractual purposes and not disclosing them to third parties except to the extent strictly necessary and subject to the imposition of equivalent confidentiality obligations. Where the performance of the Contract involves the processing of personal data on behalf of the Company, the Parties shall execute a separate deed of appointment as Data Processor pursuant to Article 28 GDPR, the provisions of which shall prevail, in the event of conflict, over this Article solely as regards the processing of personal data;

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e. to adopt and maintain, for the entire term of the Contract and until the return or destruction of the Company's information, adequate technical and organizational measures – in line with the state of the art, the nature of the Goods and/or Services and the risks involved – to ensure the security, integrity, availability, authenticity and confidentiality of the networks, information systems, infrastructures, processes and information used or processed in the design, production, supply, installation, maintenance, assistance and support of the Goods and/or the Services. [Such measures include, by way of example and without limitation: information security and ICT risk management policies; access controls based on the principle of least privilege and multi-factor authentication; encryption of data in transit and at rest where appropriate; vulnerability and patch management; segregation of environments; logging, monitoring and incident detection capabilities; backup, business *continuity and disaster recovery* procedures; staff training and awareness; secure management of the software development life cycle (where applicable);

f. to operate in compliance with all applicable legislation on cybersecurity, information security and personal data protection, including – where and to the extent applicable by reason of the nature of the Supplier, the Goods and/or Services, the sector concerned and the contractual relationships in place with the Company – Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196/2003 as amended, Directive (EU) 2022/2555 (NIS-2) and implementing Legislative Decree No. 138/2024, as well as any further statutory or regulatory provision or provision of a competent authority (including provisions, guidance and guidelines of independent Authorities such as the Italian Data Protection Authority (AGDP), the National Cybersecurity Agency (ACN) and the Agency for Digital Italy (AGID)) in force from time to time. The Supplier undertakes to monitor on an ongoing basis the evolution of the applicable regulatory framework and to adapt its measures promptly;

g. where it uses subcontractors, sub-suppliers, cloud providers or other third parties in the performance of the Contract, to (i) select such parties on the basis of criteria that take into account their cyber risk profile, (ii) impose on them in writing security, confidentiality and data protection obligations no less stringent than those set out in this Contract, and (iii) be liable for their conduct as for its own;

h. to put in place appropriate procedures for the detection, management of and response to security incidents and to notify the Company, without undue delay and in any event within 24 (twenty-four) hours of becoming aware thereof, of any security incident, personal data breach (*data breach*), unauthorized access, cyber-attack, significant unavailability or anomalous event affecting, directly or indirectly, the Goods and/or Services, the Supplier's systems used for their provision, or the Company's information and data. The notification shall contain a description of the event, the categories and approximate volume of the data and systems concerned, the likely consequences, the measures taken or proposed, and any further information necessary to enable the Company to fulfil its legal obligations, including those of notification to the competent supervisory authority. The Supplier shall cooperate fully with the Company in the management of the incident, in investigation activities, in any communications to the authorities and data subjects, and in remediation activities;

i. to provide promptly, upon the Company's express request – and in any event within 15 days – suitable documentation evidencing the adoption and effective implementation of the measures referred to in this article, including, where available, internal policies and

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procedures, certifications (e.g. ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, SOC 2), third-party audit reports, results of vulnerability assessments and penetration tests, and evidence of staff training. The Company reserves the right to carry out, directly or through independent third parties bound by confidentiality, audits at the Supplier's premises with not less than 10 business days' written notice and in such a manner as not to prejudice the Supplier's business continuity, without prejudice to urgent checks in the event of a security incident. [to adopt and maintain, for the entire term of the Contract, adequate technical and organizational measures – in line with the state of the art and proportionate to the risks involved – to ensure the security, integrity, availability, authenticity and confidentiality of the networks and information systems used for the design, production, supply, maintenance and support of the Goods and/or the Services covered by the contract. Such measures include, in particular, ICT risk analysis and management policies, access controls, vulnerability management, incident detection and management, backup and business continuity procedures, supply chain security and staff training. The Supplier warrants that it operates in compliance with the applicable cybersecurity legislation, including – where and to the extent applicable by reason of the nature of the Supplier, the Goods/Services and/or the sector concerned – Directive (EU) 2022/2555 (so-called NIS-2) and implementing Legislative Decree No. 138/2024 and the measures adopted by the competent authorities, including the ACN, and the Supplier undertakes to monitor the evolution of the applicable regulatory framework and to adapt its measures promptly. It is understood that this obligation applies solely to the extent that such provisions are legally applicable to the Supplier and/or to the activities covered by the Contract. Upon the Company's written request, and in any event within thirty (30) days, the Supplier shall provide suitable documentation evidencing compliance with the obligations set out in this article, including, where available, internal policies and procedures, relevant certifications (e.g. ISO/IEC 27001) and the results of security audits or tests carried out by independent parties;

14.2 In supplementation and specification of the obligations set out in Article 14.1 above, letters (v) to (ix), supplies are classified by the Company according to the security risk associated with them for the purposes of Directive (EU) 2022/2555 (NIS2) and Legislative Decree No. 138/2024. In addition to this article, the supply chain security clauses corresponding to the level assigned, as set out in the Clause Matrix, Annex A to this Contract, shall apply to the Contract. The high-risk level shall also be subject to the security requirements set out in Annex B, in the version tailored by the Company to the Goods and/or Services covered by the supply and transmitted pursuant to Article 14.3 below.

14.3 The Company shall notify the Supplier of the risk level assigned and of the documents applicable pursuant to Article 14.2, in the manner set out in Article 19.1 and in any event no later than the issue of the Purchase Order. Annex A shall be transmitted together with such notification.

14.4 Annex A and Annex B form an integral and essential part of these General Terms and Conditions. In the event of any discrepancy between the provisions of this article and those of Annex A or Annex B, the latter shall prevail. Acceptance of the Purchase Order pursuant to Article 3 entails acceptance of the applicable documents, which the Supplier declares to have examined. In the event of subsequent updates, Article 23.4 shall apply.

15. LIMITATION OF LIABILITY

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15.1 Each Party shall be liable to the other for damages arising from the non-performance or improper performance of contractual obligations, within the limits set out in this Article 15.

15.2 Without prejudice to Article 15.4 below, the Company's aggregate liability towards the Supplier, on any basis whatsoever arising under the Contract, shall not exceed, in aggregate, an amount equal to the Consideration actually paid by the Company to the Supplier in the performance of the Contract; the Company shall in any event not be liable for indirect or consequential damages, damage to reputation, loss of profit or loss of earnings, save in the event of willful misconduct or gross negligence, and for damages suffered by third parties in relation to the Goods and/or Services supplied by the Supplier, save where such damages are directly and exclusively attributable to the Company's willful misconduct or gross negligence.

15.3 Without prejudice to Articles 15.4 and 15.5, the Supplier's aggregate liability towards the Company, on any basis whatsoever arising under the Contract, shall not exceed, in aggregate, an amount equal to two (2) times the total Consideration payable by the Company to the Supplier in the performance of the Contract, it being understood that, solely for direct damages arising from faults, defects or non-conformities of the Goods and/or the Services causing the shutdown of plants, systems or works of the Company or its customers, such limit may not be lower than the amount of the Consideration itself.

15.3-bis In any event, the Supplier's liability shall be proportionately reduced to the extent that the damage arises, in whole or in part:

a. from failure by the Company or its successors in title to comply with the installation, use, integration and maintenance instructions for the Goods and/or the Services provided by the Supplier;
b. from modifications, interventions, repairs or integrations to the Goods and/or to the results of the Services carried out by the Company or by third parties appointed by it without the Supplier's prior written authorization;
c. from incomplete, inaccurate or misleading information, technical specifications or data provided by the Company

In such cases, any compensation due from the Supplier shall be reduced in proportion to the degree of liability attributable to the Company or to the third parties it engages.

15.4 None of the limitations of liability set out in this article shall apply:

a. to personal injury;
b. to cases of willful misconduct or gross negligence of the liable Party;
c. to breaches of obligations arising from mandatory rules on safety, health, the environment, personal data protection, Legislative Decree No. 231/2001, international sanctions and export control;
d. to the indemnities expressly provided for in the Contract in respect of third-party claims, to the extent that the relevant liability is not reasonably insurable

15.5 The limitations of liability set out in Article 15.3 alone shall, in addition, not apply to breaches of the obligations set out in Articles 7, 12, 13, 14, 17 and 18 of this Contract.

15.6 Where the Contract provides for penalties payable by the Supplier, the amount thereof shall constitute a pre-agreed liquidation of the typical damage arising from the non-performance or delay to which the penalty relates and shall be due upon the mere occurrence of the contractually specified event, irrespective of proof of damage, without prejudice in any event to the Company's

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right to claim compensation for any greater damage not covered by the penalty, which shall be proven by the Company itself.

The Supplier acknowledges and accepts that the limitations and exclusions of liability and the exclusive remedies provided for in this Article 15, taken as a whole and together with the warranty and indemnification obligations set out in Article 16, are fair and reasonable in view of the overall allocation of risks and of the Price agreed between the Parties, and that such limitations and exclusions constitute an essential basis of the agreement between the Parties.

16. SUPPLIER'S WARRANTIES AND INDEMNITIES

16.1 In addition to and without prejudice to any mandatory statutory warranty applicable to the supply of the Goods and/or the Services (including, where the relevant conditions are met, the warranties provided for by the Italian Civil Code and by special legislation on the sale of goods), the Supplier expressly warrants that the Goods and/or the Services:

a. are fit for the purposes and specific use for which they were purchased and which were communicated to the Supplier by the Company;
b. fully comply, in terms of quantity, quality, performance, functional and technical characteristics, with the specifications contained in the Purchase Order and in the Technical Annexes;
c. comply with all applicable legislation in force (national, EU and, where relevant, international), as well as with the technical standards, practices and procedures generally recognized in the relevant industry;
d. are manufactured and/or performed in a workmanlike manner, free from faults, defects and lack of promised and/or essential qualities, and are not encumbered by third-party rights, claims or demands (including, by way of example, industrial and intellectual property rights, liens, pledges or other encumbrances);
e. comply with all requirements concerning safety, health, the environment and the markings/approvals applicable in the countries of destination indicated by the Company

16.2 Save for longer periods provided for by applicable mandatory law or by specific provisions of the Purchase Order, the Supplier's contractual warranty shall have a duration of not less than 24 (twenty-four) months from the date of delivery of the Goods and/or of the Company's acceptance of the relevant Services, it being understood that:

a. for Goods incorporated into plants, systems or works supplied by the Company to third parties, the warranty shall in no event expire before the end of the warranty period undertaken by the Company towards its own customers, if communicated to the Supplier and reasonably accepted by the latter at the time of the Purchase Order;
b. any replacement, repair or re-performance of the Goods or the Service shall give rise to a new warranty period of the same duration in respect of the goods/services replaced, repaired or re-performed

16.3 Without prejudice to mandatory provisions of law, the time limit for notifying the Supplier of faults, defects or non-conformities of the Goods and/or the Services shall be 60 (sixty) days from their discovery by the Company or its successors in title, even where such discovery occurs after the delivery of the Goods or the performance of the Services or their acceptance. Notification may be made by any means capable of providing proof that the communication was made.

16.4 In the event of breach of the warranties set out in this Article 16, and in addition to any other

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remedy provided for by law or by the Contract, the Company shall be entitled to require, at its sole discretion and at no additional cost:

a. the repair of the non-conforming or defective Goods; and/or
b. the replacement of the non-conforming or defective Goods with new and conforming goods; and/or
c. the re-performance or correction of the non-conforming Services

All repair, replacement or re-performance activities shall be carried out by the Supplier as quickly as is technically possible and, in any event, within 60 (sixty) days of the Company's request, save for shorter time limits in cases of urgency duly justified by the Company.

16.4-bis Save in cases of urgency or repeated breach, the Company may exercise the remedies referred to in Article 16.7, letters (i), (ii) and (iii), only after having granted the Supplier, by written notice containing a specific description of the faults or non-conformities found, a period of not less than 30 (thirty) days to remedy them pursuant to this article. Upon fruitless expiry of such period, the Company may exercise the aforementioned remedies, in a manner proportionate to the seriousness and extent of the breach.

16.4-ter Where the faults or non-conformities do not materially affect the functionality of the Goods and/or the Services in relation to the contractual purpose, the Parties may agree, as an alternative to repair or replacement, on an equitable reduction of the Consideration by way of price adjustment, which the Supplier shall grant to the Company within the time limit agreed in writing between the Parties from time to time.

16.5 Should the Supplier fail to commence or complete the necessary work in a timely manner, or in all cases of urgency or in order to prevent or limit damage to the Company or to third parties, the Company shall be entitled, upon simple notice to the Supplier (including by e-mail), to carry out, directly or through third parties of its choice, the repair, replacement or correction of the Goods and/or the Services, charging the Supplier all related costs and expenses reasonably incurred and documented (including, by way of example, costs of plant downtime, transport, disassembly, reassembly and testing).

16.6 The Supplier undertakes to indemnify and hold fully harmless the Company, its subsidiaries, parent companies and affiliates, and their respective directors, employees and collaborators, from and against any damage, loss, cost, charge, penalty, liability, demand, action or claim, including of an extrajudicial nature, brought by third parties, which arises from or is in any way connected, directly or indirectly, with the Goods and/or Services supplied, their faults, defects or non-conformities, their use or their integration into products, plants or systems of the Company, or with any breach by the Supplier of the warranties and obligations set out in this Contract and in applicable legislation, to the extent that such claims are not attributable to the willful misconduct or gross negligence of the Company or of third parties independent of the Supplier.

In such cases, the Supplier shall, upon the Company's simple written request, take over at its own care and expense the handling and defense of any dispute, proceedings, action or claim brought by third parties, without prejudice to the Company's right to intervene and to appoint counsel of its choice, with costs in any event borne by the Supplier, and to the Company's right to compensation for any further damage suffered.

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16.6-bis The Supplier's indemnification obligation under this article applies exclusively in relation to third-party claims directly attributable to faults, defects or non-conformities of the Goods and/or the Services, or to breaches by the Supplier of the obligations undertaken under the Contract. Such obligation shall not apply, in whole or in part, to the extent that the third-party claims arise from:

a. use of the Goods and/or the Services not in accordance with the technical documentation or the instructions provided by the Supplier;
b. integration of the Goods and/or the Services with products, software or components not supplied or expressly approved in writing by the Supplier;
c. modifications, interventions or repairs made to the Goods and/or the results of the Services by the Company or by third parties appointed by it without the Supplier's prior written authorization;
d. failure or delay by the Company in fulfilling the information, cooperation and damage mitigation obligations reasonably required by the Supplier

The Company shall notify the Supplier in writing, without undue delay and in any event no later than 15 (fifteen) days from receipt, of any formal notice, writ or third-party claim that may give rise to indemnification obligations under this article, providing all available information and allowing the Supplier to take over the handling of the dispute, including in court. Failure to comply with such information and cooperation obligations shall result in a reduction of the right to indemnification to the extent of the prejudice actually caused to the Supplier.

16.7 In the presence of defects, faults or non-conformities of the Goods and/or the Services which the Supplier has not fully eliminated within the time limit set out in Article 16.4, the Company shall be entitled to:

a. terminate the Contract, in whole or in part, for serious breach by the Supplier, by simple written notice; and/or
b. refuse payment, in whole or in part, of the price relating to the defective or non-conforming Goods and/or Services in proportion to the seriousness and extent of the defects found; and/or
c. demand the refund of any amount already paid in relation to the defective or non-conforming Goods and/or Services, without prejudice to the right to compensation for damages

16.8 All expenses and costs connected with the fulfilment of the warranty and indemnification obligations set out in this Article 16 shall be borne in full by the Supplier, including, by way of example, transport, packaging, insurance, disassembly, reassembly, testing, internal and external labour, legal and technical consultancy costs, and any ancillary charges necessary to remove the defect, restore the conformity of the Goods and/or the Services or settle third-party claims, without prejudice to the provisions of Article 15 on overall limitations of liability and provided that such costs are reasonable and documented.

16.9 No information, statement, recommendation, advice, technical assistance or service of any kind, whether oral or written, provided by the Company or by any of its representatives in connection with the use, installation, integration, operation or maintenance of the Scope of Supply shall create any warranty, representation or obligation of the Company, nor shall it in any way increase or extend the scope of the Company's obligations or liability as expressly set out in the Contract. Any such information, statement, recommendation, advice, technical assistance or service shall be deemed provided "as is" and without any additional liability on the part of the Company.

16.10 The provisions of this Article 16 shall in no case entail any waiver, limitation or exclusion of the

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mandatory statutory warranties provided for by the legislation applicable to the sale of goods and the supply of services. In the event of conflict between a provision of this article and a mandatory rule of law, the statutory provision shall prevail, and the remaining provisions more favorable to the Company shall remain in full force and effect.

17. COMPLIANCE WITH SANCTIONS AND EXPORT CONTROLS

17.1 Notwithstanding any other provision of this Contract, the Company shall not be obliged to perform any of its obligations under this Contract if such performance is prevented, restricted or prohibited by any applicable economic, financial or trade sanction, export control laws, embargoes or other restrictive measures imposed by the European Union, Italy or any other governmental entity or authority to which the Company is subject (collectively, the "**Sanctions Rules**").

17.2 Performance of this Contract by the Company is strictly conditional upon the Supplier making available, at the Company's request, all information, documentation and end-user undertakings necessary to verify compliance with all applicable Sanctions Rules.

17.3 If, at any time, the Company determines, in its reasonable discretion, that performance of this Contract may breach, or expose the Company to the risk of breaching, any Sanctions Rule, the Company shall be entitled to suspend its performance or to terminate this Contract with immediate effect by written notice to the Supplier, without incurring any liability for damages, penalties or any other claim of whatever nature.

17.4 The Supplier represents and warrants that neither it nor any of its directors, officers, ultimate beneficial owners or any party involved in the transaction (including the end user) is a sanctioned person, meaning any person, entity or body included in any sanctions list maintained by the authorities referred to in clause 17.1, or any person, entity or body owned or controlled by, or acting on behalf of, such listed party. The Supplier shall immediately notify the Company in writing should it become aware of any change in such status.

18. ORGANISATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE NO. 231/2001, CODE OF ETHICS, DISCIPLINARY SYSTEM AND INDEMNITY

18.1 Since the Company is already adopting and/or may adopt, at its sole discretion, an organization, management and control model pursuant to Legislative Decree No. 231/2001 and/or a code of ethics and/or a disciplinary system, the Supplier hereby declares that it:

a. has examined and accepts in full the organization, management and control model pursuant to Legislative Decree No. 231/2001, and/or the code of ethics and/or the disciplinary system adopted by the Company and made available to the Supplier on the company's website and/or also by e-mail;

b. adheres to and accepts in full the principles of the aforementioned organization, management and control model and its annexes, and undertakes to comply (also through its operators) with their contents, principles and procedures and, in general, to refrain from any conduct capable of constituting the offences set out in Legislative Decree No. 231/2001 as subsequently amended and supplemented, as listed in the aforementioned model;

c. shall comply (also through its operators) with all the principles contained in the aforementioned

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documentation and the rules of conduct established by the company pursuant to Legislative Decree No. 231/2001. It is specified that any breach of the rules set out in the aforementioned documents shall constitute a material breach of contract by the Supplier;

d. shall allow audits to be carried out by the company's supervisory body pursuant to Article 6 of Legislative Decree No. 231/2001, with at least 3 (three) "business" days' notice from the latter. It is specified that the company's audits shall comply with both employment law and personal data protection legislation;
e. accepts that the audits referred to in letter (iv) above may be carried out by the company either through its own operators and/or employees and/or corporate functions and/or third-party "specialists" appointed by the company;
f. shall indemnify and hold the Company harmless from any penalty and/or damage and/or fine that may arise for the company as a (direct and/or indirect) consequence of the breach of the aforementioned documents by the Supplier and/or its operators

18.2 Should the Supplier (and/or its operators) breach even one of the precepts and/or principles and/or prohibitions and/or obligations set out in point 18.1 above, or in the event of the commission by the Supplier (and/or its operators) of the offences provided for by Legislative Decree No. 231/2001, the Company (without prejudice to its right to claim compensation for any damage suffered and/or to be suffered) may terminate this Contract at any time with immediate effect, by reason of the Supplier's act and fault.

18.3 The Supplier undertakes to report (with immediate effect) to the Company's supervisory body any fact and/or cause from which a breach of the principles contained in all the aforementioned documents arises (directly and/or indirectly), in the manner set out in such documents and their annexes, failing which, in the event of failure by the Supplier to report and/or communicate, this contract shall be terminated by reason of the Supplier's act and fault.

19. NOTICES

19.1 All communications relating to the Contract sent by the Company to the Supplier shall be transmitted to the e-mail address indicated by the Supplier in the Purchase Order. The Company shall not be held liable for the Supplier's failure to properly maintain or monitor its designated e-mail account. The Company's contact e-mail address is: drass.procurement@drass.tech

19.2 The Company reserves the right to change its contact e-mail address by giving prior notice thereof to the Supplier.

20. PROHIBITION ON ASSIGNMENT OF THE CONTRACT

20.1 The Supplier may not assign this Contract to third parties without the Company's prior written consent. Any breach of the foregoing provision shall entitle the Company to terminate the Contract in accordance with Article 10.

21. GOVERNING LAW AND JURISDICTION

21.1 This Contract is governed by and construed in accordance with Italian law, with the express

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exclusion of the rules of private international law, including the relevant conflict-of-laws rules.

The Court of Livorno shall have exclusive jurisdiction over any dispute relating to the validity, interpretation, performance or termination of this Contract. It is nevertheless understood that the Company shall be entitled to bring proceedings, at its option, also before the court of the place where the Supplier has its registered office or the court of the place where the harmful event occurred.

22. PERSONAL DATA PROTECTION

22.1 In accordance with Regulation (EU) 2016/679 (hereinafter also the "**GDPR**"), all personal data exchanged between the Parties in the course of the performance of the Contract shall be processed by each Party solely for the purposes of such performance, as well as to fulfil any obligations under law, EU regulations and/or requests of the Italian Data Protection Authority, and shall be processed, manually and/or by automated means, in accordance with the principles of lawfulness and fairness and in such a way as to protect confidentiality and the rights granted, in compliance with adequate security and protection measures for sensitive or health-related data, as provided for by the Italian Privacy Code and the GDPR.

23. FINAL PROVISIONS

23.1 If, at any time and for any reason, any provision contained in the Contract is or becomes unlawful, null or invalid, such invalidity shall not affect the remainder of the Contract.

23.2 The Supplier expressly agrees that it may not raise or assert any objection until it has first performed its obligations under this Contract.

23.3 This Contract, in its current form, supersedes and replaces any and all prior agreements or understandings between the Company and the Supplier.

23.4 In the event of any amendment or update to the Purchase Contract, the Supplier shall be required to accept such amendments expressly. The Company reserves the right, at any time and at its sole discretion, to amend this Purchase Contract. The amendments shall take effect for new Purchase Orders issued after their notification to the Supplier and shall be binding on the latter only upon express acceptance in writing.

23.5 For the purposes of performing this Contract, the Company may assign to any third party any of its rights or obligations under the Contract.

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Annex A - DRASS contractual clauses

*The clauses set out below constitute the baseline contractual content for the contractual relationship with DRASS. Depending on the type of supply, the level of IT exposure and the data processed, additions or changes may be required, to be agreed with the **IT manager** and/or the **Legal Manager**. In particular, the Privacy Add-on applies where the supplier processes personal data on behalf of DRASS or accesses personal data.*

DRASS clause	DRASS contractual clause wording
High Risk + IT Security Requirements B Annex	Art. X – Information Security and IT Risk Management X.1. The Parties acknowledge that the services, supplies, software solutions, cloud services, maintenance, consulting or outsourcing activities covered by the Contract may be relevant or critical to the security of DRASS networks, information systems, data and/or operational continuity. To this end, the Contractor undertakes to adopt, implement, maintain, document and demonstrate technical, organisational and operational measures that are adequate and proportionate to the risks associated with the contractual activities, in accordance with (i) the IT Security Requirements Annex, which forms an integral and substantive part of this Contract, (ii) international industry best practices and (iii) the applicable legislation on the security of networks, information systems, data and operational resilience, including, where applicable, European and national cybersecurity legislation. In the event of any conflict, the more stringent provisions shall prevail for the purpose of protecting the security and resilience of DRASS systems, information and operations. X.2. For the entire term of the Contract, where applicable having regard to the nature of the entrusted activities and the associated risk level, the Contractor warrants: (i) a documented information security management system, (ii) logical and/or physical segregation of environments, (iii) structured vulnerability management, (iv) the implementation of logging, monitoring and event-detection mechanisms, (v) the adoption of Business Continuity and Disaster Recovery plans appropriate to the contractual activities, (vi) data protection through encryption where appropriate and (vii) the application of security-by-design and security-by-default principles. In any event, the measures set out in the IT Security Requirements Annex shall constitute the mandatory minimum standard where that Annex applies to the contractual relationship. X.3. The Contractor shall notify DRASS, without undue delay and in any event within 24 hours of becoming aware of the event, of any security incident that (i) compromises or may compromise the security of the systems, information, data or contractual activities and (ii) may affect the availability, integrity, authenticity or confidentiality of data, systems or services relating to DRASS. To the extent available, the notice shall include a description of the incident, its nature and severity, the actual or potential impacts, any malicious origin, the vulnerabilities exploited and the measures taken. The Contractor shall provide ongoing updates until the event has been fully resolved. The Contractor undertakes to cooperate fully with DRASS so that DRASS may comply with any notification, communication or management obligations towards competent authorities, customers, partners or other stakeholders under applicable law. X.4. DRASS may carry out documentary and/or technical audits, directly or through appointed parties bound by confidentiality obligations, in order to verify compliance with the Contract, the IT Security Requirements Annex and any further applicable security requirements. Audits may be carried out (i) periodically, (ii) following a security incident, (iii) where there is a reasonable suspicion of non-compliance and (iv) at the request of competent authorities or of parties to whom DRASS is required to demonstrate compliance with security obligations. In all cases, the Contractor undertakes to maintain up-to-date records, provide evidence and documentation, and allow access to relevant systems, environments, processes and information, within technically compatible limits and in compliance with the security and confidentiality requirements of both Parties. In the event of non-compliance, the Contractor shall prepare a remediation plan with defined and verifiable timelines. Failure to remediate within the agreed deadlines shall constitute a material breach. X.5. The Contractor may subcontract, outsource to third parties or otherwise involve subcontractors in the performance of part of the contractual activities only with DRASS's prior written authorisation, where required by the Contract or by the nature of the entrusted activities. The Contractor further warrants that each subcontractor shall be bound by equivalent security obligations, shall fully comply with the IT Security Requirements Annex where applicable, shall cooperate in audit activities and shall apply vulnerability management and incident notification measures that are no less stringent. In any event, the Contractor shall remain fully liable for the acts and omissions of its subcontractors and shall adopt a structured process for assessing and monitoring supply-chain risk, consistent with the risk level of the contractual relationship. X.6. Upon termination of the Contract, for any reason whatsoever, the Contractor shall return in full all DRASS data, documents, materials, credentials, assets and information in its possession or under its control, securely and certifiably delete any remaining copies, ensure an orderly transition period to safeguard operational continuity, and cooperate in the migration to another supplier or to DRASS, in accordance with the instructions received. The security, confidentiality and data protection obligations shall survive termination of the Contract. X.7. Where the Contractor acts as processor pursuant to Article 28 GDPR, the respective personal data protection obligations shall be governed by the specific appointment or by the relevant data processing agreement. In the event of any inconsistency, (i) GDPR provisions and the applicable privacy agreements shall apply to privacy matters and (ii) the provisions of this Article and of the IT Security Requirements Annex, where applicable, shall prevail with respect to security, IT risk management and operational resilience obligations. X.8. Any serious or repeated breach of the security obligations set out in this Article shall constitute grounds for termination of the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to damages and to any further remedy provided for under the Contract or applicable law.
Medium Risk	Art. X – Information Security X.1. The Contractor undertakes to adopt appropriate technical and organisational measures to ensure the security, integrity and confidentiality of the information, data, systems and environments involved in the performance of the services, supplies, software solutions, cloud services, maintenance, consulting or outsourcing activities covered by the Contract, in accordance with industry best practices and with the risk level of the contractual relationship. X.2. In particular, where applicable having regard to the nature of the entrusted activities, the Contractor warrants: (i) logical and physical access controls to systems, (ii) structured credential management, (iii) timely implementation of security updates and patches, (iv) the use of appropriate safeguards and solutions for protecting the endpoints, networks, applications or environments concerned and (v) documented management of Security Incidents. X.3. The Contractor shall notify DRASS of any Security Incident that may affect the contractual activities, systems, data or DRASS information within 48 hours of its identification, providing, where available: (i) a description of the event, (ii) the systems, data or services involved, (iii) the measures taken and (iv) the planned corrective actions. X.4. DRASS may request documentary evidence of the security measures adopted by the Contractor and of their actual implementation, to an extent proportionate to the nature of the entrusted activities and the associated risk level. X.5. Where material non-compliances arise, the Contractor shall prepare a Remediation Plan with agreed and verifiable timelines and shall provide evidence that the corrective actions have been implemented. X.6. The Contractor warrants that any subcontractors, consultants, partners or third parties involved in the performance of the contractual activities shall be bound by security obligations no less stringent than those provided for in this Article, while the Contractor shall remain fully liable to DRASS for their acts and omissions. X.7. Any serious or repeated breach of the security obligations shall constitute a material contractual breach, without prejudice to any further remedy provided for under the Contract or applicable law.
Privacy Add-on	Art. Y – Processing of Personal Data Y.1. Where, in the performance of the Contract or of the activities connected with the contractual relationship, the Contractor processes personal data on behalf of DRASS, such processing shall be governed by a specific Appointment as Processor pursuant to Article 28 of Regulation (EU) 2016/679 ("GDPR") or by another applicable privacy agreement, which shall form an integral part of the Contract. Y.2. The Contractor undertakes to adopt appropriate technical and organisational measures pursuant to Article 32 GDPR and to ensure that access to personal data is restricted to authorised personnel who have been duly instructed and are bound by suitable confidentiality obligations. Y.3. In the event of a personal data breach, the Contractor shall inform DRASS without undue delay and in any event within 24 hours of becoming aware of the event, providing all information useful to enable DRASS to comply with the obligations laid down by applicable law and cooperating in any analysis, containment, remediation and communication activities that may be required. Y.4. The use of sub-processors, subcontractors or other third parties that process personal data on behalf of DRASS shall be permitted only with DRASS's prior written authorisation and provided that such parties undertake obligations no less stringent than those set out in the Appointment under Article 28 GDPR or in the applicable privacy agreement. Y.5. It is understood that this Article shall apply in addition to the security provisions set out in Art. X – Information Security and, where applicable, in the IT Security Requirements Annex.

Annex B – Technical Security Annex

1. Purpose of this Annex

This Technical Security Annex (the "Annex B") sets out the technical, organizational and operational measures that the Contractor is required to adopt for the performance of the Contract and to comply with the obligations under Article 14.2 through 14.4 (inclusive). Cybersecurity Obligations and Compliance with Directive (EU) 2022/2555 (the "NIS2 Directive").

These measures constitute mandatory minimum security requirements. DRASS reserves the right to supplement, update or amend the content of Annex B by written notice, in light of regulatory or technological developments or its own security requirements.

2. Requirements Applicable to All Suppliers

The Contractor shall implement, maintain and document, throughout the term of the Contract, at least the following measures.

a. Protection of systems and infrastructure
   i. Antivirus/antimalware and EDR/XDR solutions appropriate to the nature of the Services and the systems concerned;
   ii. Perimeter protection controls, such as firewalls, WAF, IDS/IPS, configured in accordance with best practices;
   iii. Network segmentation and access control for critical infrastructure;
   iv. Encryption of data in transit and at rest using algorithms and protocols aligned with international standards;
   v. Mandatory use of VPN or equivalent solutions for all remote connections.

b. Identity and Access Management (IAM)
   i. Adoption of the principle of least privilege;
   ii. Implementation of multi-factor authentication (MFA) for all administrative access and for any remote access;
   iii. Secure credential management and prohibition on the use of shared accounts;
   iv. Recording, periodic review and timely revocation of access privileges.

c. Log management and monitoring
   i. Collection, recording, retention and protection of logs relating to access, security events and critical activities;
   ii. Retention of logs for a minimum period compliant with applicable law and, in any event, no shorter than the period required by DRASS;
   iii. Continuous monitoring, through a SOC or equivalent service, to detect anomalies, suspicious events and Security Incidents.

d. Personnel training and awareness
   i. Mandatory and periodic training programme on cybersecurity and cyber hygiene, aligned with NIS2 standards;
   ii. Rules of conduct and written instructions for Personnel on the secure use of systems;
   iii. Periodic assessment of the effectiveness of training activities.

e. Risk management and security policies
   i. Adoption of a documented cybersecurity risk management plan, including processes for risk identification, analysis and mitigation;
   ii. Availability of written policies on security, access management, patch management, configuration changes and mobile devices;
   iii. Periodic review of policies in light of regulatory requirements and ENISA standards.

f. Vulnerability management
   i. Adoption of a structured vulnerability management programme, including (i) periodic scans, (ii) risk assessment using CVSS or an equivalent methodology, (iii) classification and prioritisation, and (iv) implementation of corrective measures.

ii. Remediation of critical vulnerabilities without delay and, in any event, within the timeframes set by DRASS.
iii. Documentation of the activities carried out and provision of the related reports upon DRASS's request.

g. Backup and business continuity
   i. Periodic backup of critical data according to the frequency set by DRASS;
   ii. Secure storage of backups, including in encrypted form;
   iii. Performance of documented restore tests at least annually, to be provided to DRASS upon request;
   iv. Availability of a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP) appropriate to the Services provided.

h. Security by design and security by default
   i. Application of security principles from the design, development and system configuration phases;
   ii. Adoption of a Secure Software Development Lifecycle (SSDLC) for all software development or maintenance activities;
   iii. Implementation of quality controls and code review activities, such as code review and static analysis.

i. Incident management
   i. Adoption of documented incident management procedures;
   ii. Detection, containment and response capabilities through a SOC or equivalent service;
   iii. Cooperation with DRASS for (i) forensic analysis, (ii) compliance with the notification obligations under the NIS2 Directive and (iii) service restoration.

j. Additional operational obligations
   i. Maintenance of accurate records of the activities carried out in connection with the Services;
   ii. Obligation to notify DRASS of any circumstance that may increase the IT risk level;
   iii. Prohibition on making changes to relevant systems or configurations without DRASS's prior approval, where applicable.

3. Additional Requirements for Suppliers of IT/OT Equipment

Any Contractor supplying IT/OT equipment, systems or components shall comply with the following obligations in addition to the requirements set out in Section 2.

a. Lifecycle management
   i. Provide patchable and upgradable equipment capable of receiving timely updates, upgrades and security fixes;
   ii. Ensure that the equipment does not become obsolete or unsupported throughout the agreed lifecycle;
   iii. Provide complete documentation on (i) roadmaps and update cycles, (ii) end-of-support dates and (iii) vulnerability management policies.

b. Configuration and hardening
   i. Deliver systems configured in accordance with secure baseline configuration principles;
   ii. Apply hardening measures to operating systems, services and components;
   iii. Document all relevant security settings.

c. Technical support and cooperation
   i. Provide full technical cooperation to DRASS or to any new Contractor during (i) installation, (ii) configuration, (iii) integration into DRASS systems and (iv) management of incidents or vulnerabilities.
   ii. Make qualified technical resources available for the timely resolution of equipment-related issues.