

CLIMB PLATFORM: TERMS AND CONDITIONS FOR THE EARLY ACCESS PROGRAM

1. Introduction

These terms and conditions apply to Climb, owned by Mattia Perucca, Carlo Giuliano, Lorenzo Rizzati, Andrea Galbiati and Igor Graziato (“**Climb**”), and to the customer (the “**Customer**” or “**you**”), and relate to the early access program to the platform operated by Climb (the “**Platform**”) during which the Customer will use, and may provide feedback on, certain Climb services (the “**Early Access Program**”), as further specified in Article 5 below. The Early Access Program is owned and operated by Climb.

If you are participating in the Early Access Program on behalf of a company or another legal person, you represent and warrant that you have the authority to represent such legal person. In that case, the terms “you” and “Customer” shall mean that legal person, its members and all users associated with that legal person.

2. Purpose of the Early Access Program

The Early Access Program consists of a testing programme for the features of the Platform prior to the release of the Platform on the market. Customers are offered the opportunity to use the features of the Platform that are available at the time of the test, with the commitment to provide feedback on the functioning of the Platform itself, as further specified in Article 5 below.

The purpose of the Early Access Program is for Climb to obtain Customers’ feedback on the Platform, which may be freely used by Climb to improve its features.

3. License of use

For the duration of the Early Access Program as indicated in Article 9, Climb grants the Customer a revocable, non-exclusive and non-transferable licence to use the Platform, and the software relating thereto, solely for the purpose of enabling the Customer to assess the existing features of the Platform and to provide the related feedback. This licence is not granted for commercial purposes or for any purposes other than those indicated above. The Customer may not therefore use the Platform for purposes other than those indicated in these terms and conditions, nor may the Customer transfer the licence referred to in this Article to third parties.

4. Climb services

Climb makes the Platform available at the web link shared with the Customer. The Customer acknowledges and agrees that the Platform is still under development and may contain one or more non-functioning elements. The Customer acknowledges that Climb is not responsible for any lack of functionality of the Platform, nor can Climb be held liable for any damage caused by the Platform.

Climb is not obliged to provide any service in addition to making the Platform available at the link indicated above.

In any event, the Customer acknowledges that Climb is entitled, at all times, to make changes to the Platform without being required to inform the Customer in advance.

5. Feedbacks

The Customer may inform Climb of any errors, irregularities and/or omissions of any kind that it detects during the Early Access Program. The Customer may transmit such information by sending an e-mail to the address provided by Climb or by informing in writing one of the members of the Climb team.

Climb shall also be entitled to request feedback on one or more elements of the Platform by contacting the Customer directly (for example by e-mail) or by requesting the completion of a dedicated document. The

Customer agrees to participate in any meetings, in person or by means of digital communication tools, with Climb staff in order to discuss its feedback on the Platform.

The Customer acknowledges that Climb has no obligation to take any action with regard to such errors, irregularities and/or omissions. The Customer acknowledges that the purpose of the Early Access Program is to obtain impressions, opinions and/or comments from Customers and that Climb is under no obligation to implement, incorporate or accept such impressions, opinions and/or comments in the development of the Platform.

Climb is under no restriction or constraint in developing one or more features or in making changes to existing elements of the Platform, including changes or new features that have been suggested by the Customer, including during the Early Access Program.

The Customer acknowledges and agrees that, if one or more features and/or changes to the Platform suggested by the Customer are developed by Climb, Climb shall be the sole owner of such features and/or changes, of the works derived therefrom and of any related software products developed, in relation to which the Customer shall have no claim whatsoever.

6. MVP version

The Customer acknowledges and agrees that: (i) Climb has not made the Platform available for general or commercial use; (ii) the Platform is not yet complete and is under development, and may therefore not be fully functional and may contain errors, irregularities and/or omissions; (iii) Climb has not yet carried out all checks on the functioning of the Platform; (iv) Climb is under no obligation to release a commercial version of the Platform; (v) future versions of the Platform may differ from the version made available in the Early Access Program; and (vi) Climb is under no obligation to develop a version of the Platform containing features or other software elements present in the version made available in the Early Access Program.

7. Intellectual property

The Customer acknowledges and agrees that Climb holds all rights, title and interest in and to the Platform (including, by way of example but not limited to, intellectual property rights, copyright, patents, patent applications, trade secrets, trade marks and other intangible rights). Participation in the Early Access Program does not entitle the Customer to obtain or acquire any intellectual property right, save for the licence of use under the terms set out in Article 3 above.

The Customer agrees that the Platform, all its present and future features and the related software code are and shall remain the exclusive property of Climb. All information provided by Climb to the Customer shall remain the property of Climb and shall be made available to the Customer solely for the purposes set out in Article 2. Under no circumstances may the Customer assert any right or claim in relation to the information received. The Customer declares and acknowledges that all rights of use and exploitation, including for commercial purposes, belong exclusively to Climb and are therefore not transferable by the Customer.

8. Confidentiality

It is understood that, during the Early Access Program, Climb will share with the Customer confidential information, which may include but is not limited to: (i) the Platform and the features connected thereto, as well as feedback on errors, irregularities and/or omissions relating to the Platform, including those provided by the Customer; (ii) business, financial and marketing plans associated with the Platform; (iii) documentation and information on Climb's products and prices; (iv) information on participants in the Early Access Program; (v) information on subsequent developments of the Platform; (vi) Climb's know-how; and (vii) any information marked as confidential or which the Customer knows, or ought reasonably to know

given the nature of the information provided, to be confidential (collectively, the “**Confidential Information**”).

The Customer undertakes to:

- (i) not disclose or transfer the Confidential Information to any person or third party without Climb’s prior written consent;
- (ii) not share opinions on the Confidential Information with third parties without Climb’s prior written consent;
- (iii) not make, or have third parties make, copies of the Confidential Information without Climb’s prior written consent;
- (iv) not distribute, sell, sublicense or otherwise transfer or make the Confidential Information available to third parties;
- (v) not modify or otherwise tamper with the Platform code, either personally or through third parties;
- (vi) not use the Confidential Information except to the extent necessary for participation in the Early Access Program.

At Climb’s request, the Customer shall promptly return or destroy all copies of the Confidential Information.

9. Term

The duration of the Early Access Program shall be determined by Climb at its own discretion.

These terms and conditions and the licence of use referred to in Article 3 shall terminate without notice upon expiry of the Early Access Program or upon termination of the Customer’s participation therein (whichever occurs first). Each party may terminate these terms and conditions at any time, with or without cause, by giving written notice to the other party. Upon termination or expiry of these terms and conditions: (i) the Customer shall return all full or partial copies of the Confidential Information and all other materials provided to the Customer by Climb during the Early Access Program; and (ii) the Customer’s obligations in relation to the Confidential Information shall remain in force for a period of five (5) years.

10. Applicable law and jurisdiction

These terms and conditions, including any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with Italian law.

Any dispute arising out of or in connection with these terms and conditions shall be submitted to the exclusive jurisdiction of the courts of Turin, to the exclusion of any other concurrent forum.