Last updated: 12/23/2025

General terms and conditions of contract

AI KOSMO SRL

Software License Agreement "AI KOSMO"

between

The company AI Kosmo S.r.l. (Tax Code and VAT No. 02754510226), with registered office in Bressanone (BZ), Strada Satzl, 4, 39042 Bressanone BZ, in the person of its legal representative pro tempore; also referred to as “the Supplier”,

and

The Company or Entrepreneur who signs the concurrently approved economic offer, in the person of their legal representative pro tempore; referred to as “the Client”

WHEREAS

A) The Supplier holds the intellectual property rights to the Software named “AI Kosmo”, a digital concierge platform based on artificial intelligence technologies, designed for accommodation facilities and capable of managing interaction with guests through digital and voice channels;

B) The Client, operating in the hotel/tourism sector, has expressed interest in using this Software to optimize the management of guest communications and improve the quality of services offered;

C) The Parties therefore intend to govern the terms and conditions of the grant of the software license with this agreement, in compliance with the Supplier’s intellectual property rights, and to this end

agree and stipulate the following

Art. 1 – Subject of the Contract

The Supplier grants the Client, who accepts, the license to use the AI Kosmo software and access to the related cloud platform (hereinafter also the “Software” or “Service”), whose features and functionalities are better described in the economic offer, according to the terms and conditions of this agreement.

The license to use granted by this contract is understood to be non-exclusive, for consideration (onerous), non-transferable, non-assignable, and non-sublicensable.

The Client shall not, in any way and without the Supplier’s prior written consent, grant the use of the Software to third parties, either directly or indirectly, for any reason, whether free of charge or for consideration.

The service includes access to the cloud platform, Updates, and the Assistance Service (as better defined in the subsequent articles) for the entire duration of the Contract.

The services will be usable via an internet connection, the activation and costs of which are the sole responsibility of the Client.

Art. 2 – General Terms and Conditions

The terms and conditions of this agreement (also referred to as the “General Terms and Conditions”) shall prevail over any other document signed and/or formalized between the Parties and shall replace any prior agreement and/or any previous general terms and conditions of sale.

The Contract is deemed concluded upon the signing of this agreement and will entail the Client’s obligation to pay the consideration referred to in Art. 5.

Art. 3 – Activation and Provision of the Service

The Software subject to the Contract will be made available online once all the necessary configuration information has been received from the Client.

The Client undertakes to promptly provide all documents and information necessary for the configuration of the Software, including details relating to any requested customizations which may be implemented for a fee, unless otherwise decided by the Supplier. For requests to integrate other software or services, if technically possible, the Client must promptly provide the necessary details and information (e.g., hardware, software, access requirements).

The Supplier shall therefore not be held responsible for any delays in making the Software available attributable to the Client.

Access to the platform and use of the Software is also subject to the Service being enabled by the Supplier, after which the Client must create their access credentials (a combination of reserved identifying codes in the form of “username” and “password”).

The Client must keep the access credentials confidential and adopt all necessary security measures to prevent unwanted access, for which the Supplier shall in no case be held responsible.

Art. 4 – Duration and Renewal

This contract has a duration of one year – unless otherwise agreed – from its signing and will be tacitly renewed upon its natural expiry for the same duration, unless terminated by the Client via registered letter with acknowledgment of receipt or certified email (PEC), to be sent at least thirty days before the expiry date.

Termination communicated after the foreseen deadline in no case releases the Client from the obligation to pay the contractual fees, which will remain due and accrue until the natural expiry of the Contract.

Upon termination of the Contract, for any reason, the licensed Software will no longer be usable by the Client.

The Client may request a copy of the data stored in the dedicated cloud space, for a fee, according to the availability and the economic and contractual conditions indicated by the Supplier.

Art. 5 – Fee and Payment Methods

As consideration for the services offered, the Client must pay the Supplier the fee established according to the approved economic offer. All prices are subject to automatic, annual revaluation, without the need for prior notice, based on the FOI consumer price index published by ISTAT. The Supplier may carry out the revaluation annually or retroactively for several years.

The Supplier reserves the right to unilaterally modify the contractual economic conditions to adapt them to increasing business costs, up to a maximum of 50%, in the month preceding or following the contractual renewal pursuant to Art. 4, effective from the first day of the new contractual duration, or in December or January, effective from the first day of the following or current year. The modification is communicated with the last invoice under the previous conditions or the first invoice under the new conditions, highlighting the change. In the absence of written

termination by the Client within 20 calendar days of receiving the invoice or in case of payment of the same, the contractual modifications are deemed accepted without reservation. In case of termination, the Client has the right to continue using the service under the previous economic conditions until the end of the third month following the termination or contractual renewal, unless explicitly waiving this possibility in the termination letter, in which case the contract ends on the last day of the month of termination, still applying the previous economic conditions. The communication provided for in this paragraph is not necessary and the Client's right of withdrawal is excluded if the price variation derives exclusively from the inflation adjustment referred to in the previous paragraph. The right of withdrawal is also excluded in case of increases less than 15%.

The signing of this agreement by the Client legitimizes the Supplier to issue an invoice for the total fee.

All payments must be made by the Client within 30 days from the invoice issuance date via bank transfer, or within the different payment term indicated in the economic offer, even in case of delays in making the Software available online due to causes not directly attributable to the Supplier.

Failure or incorrect payment of the fee within 15 days of formal notice will result in the suspension of access to the Software and the cloud platform and may constitute grounds for termination of this contract.

The Client is obliged to pay default interest pursuant to Legislative Decree n. 231/2002 on the amounts due, in addition to the charges and expenses incurred for credit recovery.

In the event that the Client, following suspension of the service or supply for arrears, settles the entire expired debt, the unused service and/or supply period cannot be recovered and the sums paid will be charged as a penalty for the delay in fulfillment, without prejudice to compensation for greater damage.

Art. 6 – Obligations and Responsibilities

The Supplier undertakes to provide the services offered for the entire duration of the Contract in accordance with the conditions of this agreement.

The Client acknowledges and accepts that the Software, including any updates and developments, is provided in its current state of development (“as is”), and that the Supplier makes no representation or warranty, express or implied, about the suitability of the Software to satisfy specific needs of the Client, nor does it guarantee that the Software is error-free or possesses functionalities other than those expressly indicated in the technical specifications and documentation provided.

The Client undertakes to use the Software within the limits provided by this contract, committing not to reproduce it, even partially and by any means, nor to distribute it, assign it, sell it, lease it, exploit it for commercial purposes or otherwise allow its use, in whole or in part, to third parties, for any reason or form, whether free of charge or for consideration.

The Client also undertakes not to transfer the access credentials (“username” and “password”) necessary for the use of the service to third parties, assuming custody of them and undertaking, in particular, to keep them with the utmost care and confidentiality.

The Client is personally responsible for any damage caused to the Supplier and/or third parties deriving from improper use of the Software, as well as from the loss, subtraction, or theft of access credentials. In any case, the Client is responsible for the use of the Software made by third parties using the aforementioned credentials.

The Client undertakes to use the Software in full compliance with current legislation, guaranteeing the Supplier regarding the full availability and lawfulness of all data entered, as well as in accordance with the instructions made available by the Supplier.

The Client undertakes not to modify, alter, or manipulate the content of the Software in any way, nor to incorporate it, wholly or partially, into other programs or applications, without the prior written authorization of the Supplier.

The Client undertakes to indemnify and hold the Supplier harmless from any claim, action, compensation request, or liability advanced by third parties, in any way connected to the violation, by the Client and/or their employees, collaborators, members, and/or associates, of even just one of the obligations provided for in the Contract. The Client also undertakes to reimburse the Supplier for all sums that the latter may have paid as compensation, indemnity, penalty, or other obligation deriving from any claims, including compensatory or indemnifying ones, brought against the Supplier.

Art. 7 – Declarations and Warranties of the Client

The Client, by signing this contract, declares to be acting in the exercise of their professional and/or entrepreneurial activity. Therefore, the provisions of Legislative Decree no. 206/2005 for consumer protection do not apply.

The Client acknowledges being solely responsible for the accuracy and completeness of the content uploaded to the cloud platform and the Supplier is not required to perform any prior or subsequent verification, review, or modification to the upload.

The Client undertakes to periodically verify the correctness and completeness of the data and content imported and uploaded to the platform, including those from added sources and their website, as well as that of the data processed and resulting from the Software, and in particular the accuracy of the content of historical conversations. In case of errors or discrepancies between the data, the Client will immediately notify the Supplier who will carry out checks within their competence.

Art. 8 – Industrial and Intellectual Property Rights

The Supplier is the exclusive owner of all industrial and/or intellectual property rights on the Software, on Updates and customizations, including the related economic exploitation rights, which remain exclusively with the Supplier.

The Client acknowledges and takes note that the Software and all its contents, as well as those present on the Supplier's cloud platform, are protected by copyright laws and are subject to the Supplier's exclusive intellectual property rights.

Access to the Software and related services is granted to the Client under a temporary use license within the limits of Art. 1 and, except for the content of this license, the Client may not claim any right, nor make any claim, on the Software.

The Supplier is also the exclusive owner of all rights to trademarks, logos, names, and other distinctive signs associated with the Software, without prejudice to the trademarks, names, and industrial and intellectual property rights of third parties for whose availability the Supplier assumes no responsibility. Consequently, the Client may not in any way use, alter, reproduce, or obscure them, without the Supplier's prior written authorization.

The Client is also prohibited from reproducing, even in extract, duplicating, assigning, renting, distributing to the public, sublicensing, and allowing use to third parties, whether free of charge or for consideration, reproducing, decompiling (including through reverse engineering), tampering with or otherwise commercially exploiting the Software or parts thereof, permanently or temporarily, totally or partially, in any form and by any means, nor developing products or applications of any kind that constitute an imitation or evolution, or that present identical or similar content and/or functionalities to the Software, nor may they replicate or extract parts thereof, including, but not limited to, the source code, user interface, images, and texts.

Art. 9 – Learning and Artificial Intelligence Technologies

The Software offers functionalities and content generated or supported by machine learning and artificial intelligence technologies, including - by way of example - analytical and generative solutions.

The Client acknowledges and accepts that, due to their intrinsic nature, these technologies may generate results that do not always comply with subjective expectations or the Client's operational customs. The Client acknowledges and accepts that the coherence, accuracy, or reliability of the content generated through these mechanisms may be altered by incorrect, incomplete, inconsistent, unclear, or non-coherent information entered by the Client. In such cases, the Supplier cannot, in any case, be held responsible for any consequences deriving from the Client's use of said content.

The Client is expressly forbidden from using the Software or the content generated by it for the purpose of developing, training, or improving their own or third-party software, algorithms, or tools, including those based on machine learning or artificial intelligence technologies.

Art. 10 – Confidentiality Clause

The Client undertakes, also on behalf of and for their employees, collaborators, members, and/or associates, and without time limits, to maintain the utmost confidentiality and not to disclose, in any way and for any reason to third parties, all information, technical aspects, and solutions adopted, including for particular customizations made for them relating to the Software, including user manuals, technical documentation, as well as the know-how learned or known during the execution or validity of the Contract.

Art. 11 – Amendments to the Contractual Conditions

The Supplier reserves the right to update the technical specifications of the Software at any time to improve its performance and functionalities, as well as to vary the prices of the use license due to subsequent increases in management costs.

Art. 12 – Suspension of the Service

The Supplier undertakes to guarantee the continuity of the service, but cannot guarantee that the connection to the platform and/or the use of one or more functionalities of the Software will be free from occasional interruptions.

The Supplier declines all responsibility for service interruptions due to unforeseeable, exceptional, and force majeure causes such as, by way of example and not exhaustive, hacker attacks, faults in electrical lines and/or national or international networks, problems connected to services offered by third parties such as providers, servers, and hosting services (including the platform hosting service and database management as well as other components made available by third parties), delays or interruptions of the service caused by the Client or third parties, changes in requirements or inadequate technical conditions not communicated by the Client, in any case not attributable to the Supplier.

The Client acknowledges and accepts that such interruptions and other maintenance operations, as well as the Updates and the Assistance Service, may temporarily limit access to the services, without this entailing any right to a refund of the price paid or other compensation.

The Supplier reserves the right to suspend, even partially, the supply and access to the Software, the cloud platform, the Assistance Services, and the Updates in the following cases:

a) Contractual Violations: if there is a founded reason to believe that the Client has violated the contractual obligations, without this entailing any liability for the Supplier, even if the alleged violation subsequently proves unfounded;

b) Interventions by Third Parties or Authorities: in the presence of disputes, requests, or measures coming from third parties, the Public Administration, or Judicial Authorities of any nature, without this entailing any liability for the Supplier towards the Client;

c) Maintenance and Updates: in case of technical interventions, modifications, or maintenance operations carried out by the Supplier.

Art. 13 – Warranty – Limitations of Liability

Any eventual complaint concerning defects, faults, or malfunctions of the Software must be communicated to the Supplier, under penalty of forfeiture, within eight days of discovery exclusively through the dedicated "Ticket" section of the cloud. The complaint must contain a detailed description and documentation relating to the defects, faults, and/or malfunctions found. Incomplete communications or those sent through other channels will be ineffective and will not be considered by the Supplier who can in no case be held responsible for the lack of management of the same.

With regard solely to physical materials delivered by the Supplier, the Client shall verify their conformity with the order within seven calendar days of receipt. Any complaints submitted after this deadline shall be considered late and shall not give rise to any liability or obligation on the part of the Supplier.

In case of malfunctions, suspensions, and/or interruptions in the provision of the Software attributable to the Supplier, the Client will only be entitled to an extension of the duration of this contract for a period equivalent to the duration of the event that caused the inconvenience.

The Supplier is only liable in case of willful misconduct or gross negligence, and liability for slight negligence is excluded.

In any case, the Supplier cannot, under any circumstances, be held responsible for damages of any nature, direct or indirect, suffered by the Client and/or third parties as a consequence of the use of the Software, as well as any suspensions, interruptions, defects, and/or malfunctions – even temporary and partial – deriving from causes not attributable to the Supplier.

By way of mere example and not exhaustive, damages resulting from the following are not attributable to the Supplier:

a) failure by the Client to correctly use the Software and the measures for preserving the access credentials to the cloud platform;

b) willful or negligent conduct of the Client;

c) faults or malfunctions of the equipment, software, infrastructure, servers, and internet connection used by the Client;

d) interventions of any nature on the Software, carried out by the Client or third parties not expressly authorized by the Supplier, including modifications and attempted repairs;

e) loss of profit, loss of earnings, loss of business opportunities, or other indirect economic damages suffered by the Client or third parties.

The Client is also responsible for the content uploaded to the cloud platform, including through added sources and their website, and for compliance with industrial property rights laws, copyright law, and any confidentiality agreements with third parties. The Supplier cannot be held responsible for any non-compliance and the Client expressly undertakes to indemnify and hold the Supplier harmless from any claim, including compensatory ones, from third parties deriving from the Client's non-fulfillment.

Art. 14 – Updates

The Supplier will offer the Client, for the entire duration of the Software use license, Updates developed at its discretion in order to improve its performance and functionalities.

Update means a modified version of the Software or the cloud platform for the adaptation of its functions to design developments and any legislative changes that have occurred during the validity of the Contract, provided that such adaptations do not involve a substantially overly burdensome modification.

In this latter case, the Client will be authorized to withdraw from the Contract without penalties or compensatory consequences, informing the Supplier in writing and submitting the new economic and contractual conditions of the service.

Periodically, the Supplier will provide the Client with a newsletter illustrating the main updates made.

Art. 15 – Technical Assistance Services

The Supplier will offer the Client, for the entire duration of the Software use license, Assistance Services for the resolution of technical problems, accessible only through the “Ticket” section of the platform.

The Supplier undertakes to provide the Assistance Services with common professionalism and diligence in a reasonable period of time and according to the Supplier's price list in force or the economic and contractual conditions indicated by the latter, but does not guarantee the resolution of any report concerning the correct use of the Software or the platform by the Client, if the technical problem is due to causes not depending on the design and programming of the Software or the platform.

In any case, the Supplier cannot be held responsible for any damages deriving from delays, inefficiencies, or limitations in the provision of the Assistance Services.

The following are expressly excluded from the scope of the Assistance Services offered by the Supplier, unless otherwise decided by the latter:

a) technical interventions at the Client's premises requested by the Client;

b) technical assistance in case of network, IT infrastructure, internet connection, and remote systems malfunctions of the Client;

c) assistance services due to erroneous use of the Software or the platform by the Client;

d) interventions for modification, customization, or adaptation of the Software compared to the standard version provided by the Supplier.

Art. 16 – Express Termination Clause and Suspension of the Service

This contract will be automatically terminated by law, pursuant to and for the effects of Article 1456 of the Italian Civil Code, by simple written communication from the Supplier, in the following cases:

a) omitted, delayed, or insufficient payment of the fees due within 15 days of formal notice;

b) use of the Software and the cloud platform in violation of the provisions of this contract;

c) violation of confidentiality obligations or protection of the Supplier's intellectual property rights;

d) the Client is subjected to insolvency procedures, liquidation, or unauthorized assignment of the contract.

The termination of the Contract will take immediate effect upon receipt of the communication, sent via registered letter with acknowledgment of receipt or certified email (PEC).

The termination of the Contract will entail the immediate suspension of the service, without prejudice in any case to the Supplier's right to request compensation for the services already provided under the contract, and without prejudice in any case to any greater damage suffered and being suffered.

In cases where the Supplier is entitled to obtain the termination of the contract for non-fulfillment or pursuant to Article 1456 of the Italian Civil Code, the Supplier is granted the right to suspend any service without notice, partially or totally, and in particular to suspend the provision of the software, access to the platform, the availability of the software, updates, and the assistance service, without the Client being able to claim rights for any reason, including those of a compensatory or indemnifying nature.

Art. 17 – Applicable Law and Jurisdiction

This contract is governed in all its aspects exclusively by Italian law, excluding private international law rules.

For all disputes arising from this contract, including those relating to its existence, validity, termination, interpretation, execution, and resolution, the judicial authority of the Court of Bolzano shall have exclusive jurisdiction.

Art. 18 – Communications

Any formal communication addressed by the Client to the Supplier relating to this contract must be sent – under penalty of its ineffectiveness – by registered letter with acknowledgment of receipt or by PEC to the address *aikosmo@legalmail.it*.

For communications to be made to the Client according to this agreement, reference will be made to the contact details (address, email, possible PEC) indicated by the Client.

It is the Client's responsibility to keep the Supplier updated on any change in contact details.

Art. 19 – Privacy Protection

In compliance with Legislative Decree no. 196/2003 (hereinafter the “Privacy Code”) and Regulation (EU) 2016/679 (hereinafter also the “GDPR”), all personal data exchanged between the Parties shall be processed by each Party solely for the purposes of performing the Contract and insofar as necessary for its execution, as well as to comply with any legal obligations and/or requirements issued by the Italian Data Protection Authority. The data shall be processed, by manual and/or automated means, including through artificial intelligence tools, in accordance with the principles of lawfulness and fairness and in such a way as to safeguard confidentiality and the rights of data subjects, in compliance with appropriate data security and protection measures, including specific measures, as provided for by the Privacy Code and the GDPR. The Client declares that it has reviewed the privacy notice pursuant to Articles 13 and 14 of the GDPR, addressed to the Client and available on the website at the following link: https://www.aikosmo.com/en/privacy-policy.

Where, for the performance of the Contract, the Supplier processes personal data on behalf of the Client, the Supplier shall act as data processor and the Client as data controller. To this end, the Parties agree that the appointment of the Supplier as data processor pursuant to Article 28 of the GDPR forms an integral part of the Contract. The Client undertakes to complete in full the data processing agreement template available at the following link: https://www.aikosmo.com/en/dpa, and to send it, duly signed, to AIKOSMO’s addresses without undue delay.

The Client undertakes to comply with applicable privacy legislation by properly informing, pursuant to Article 13 of the GDPR, the end user who will use the Services covered by the Contract, indicating the purposes of the processing and identifying the relevant lawful basis, as well as obtaining free, specific and informed consent where required. To this end, the Supplier has prepared clause templates which - subject to appropriate adaptation - may be included in the Client's privacy notice, and will be shared once the commercial offer has been confirmed..

The template provided by the Supplier is intended solely as a support tool, and its use does not relieve the Client of its responsibility to verify, adapt and supplement the information based on the specific processing activities carried out, nor to ensure full compliance with the applicable legislation.

Any breach of the provisions contained in this article shall expose the defaulting Party to liability to compensate the other Party for any damages suffered.

Art. 20 – Final Provisions

Should a clause of this agreement or related contracts be null, ineffective, or inapplicable, this does not affect the validity of the remaining provisions. In such cases, the invalid or ineffective provision is considered replaced by a valid clause that comes as close as possible, from an economic and legal point of view, to the original intention of the parties, in the spirit of contractual good faith. Should a provision conflict with mandatory or compulsory rules not considered, these rules apply to the maximum extent possible in favor of the Supplier.

The Supplier has the power to assign even partially the rights deriving from this contract, as well as the contract itself, without the Client's consent and with the exclusion of the right of withdrawal. In this case, the general terms and conditions of the assignee will prevail over the provisions of this agreement. The intention to carry out the assignment of the contract will be communicated to the Client by sending an email to the contact email address indicated by the Client in Art. 18, with at least 15 days' notice. If the Client does not intend to accept the modifications deriving from the prevalence of the assignee's general terms and conditions, they may withdraw from the service by notifying the Supplier via registered letter with acknowledgment of receipt or via PEC to be sent within 15 days of receiving the written communication from the Supplier, without prejudice in any case to the Supplier's right to receive the fees relating to the service provided up to that moment.

The Client authorizes the Supplier to use the name of the structure as a reference on various channels, including the Ai Kosmo website, Google, and other useful means. Furthermore, the Client authorizes the Supplier to transmit the reference as an example to other potential clients at their discretion.