

## PicConnect - General Terms and Conditions (Version 06/12/2021)

These General Terms and Conditions (“**GTC**”) govern Your use of PicConnect, a cloud-based platform operated by Picanol NV. By using PicConnect, the Services and/or by buying PicCoins (as defined below), You explicitly agree to these GTC and agree that no other terms apply to Your use of PicConnect, except if agreed otherwise in writing between You and Picanol NV. These General Terms and Condition do not modify the sales contract or any other contract between You and Picanol NV or You and Picanol (Suzhou)Textile Machinery Co.,Ltd.

Picanol NV (“**Picanol**”) is a Belgian company with registered offices at Steverlyncklaan 15, 8900 Ieper and registered at the Crossroads Bank for Enterprises under the number 0405.502.362. Picanol also acts in the name and for account and benefit of Picanol (Suzhou)Textile Machinery Co.,Ltd (‘Subsidiary’).

Picanol may hereinafter also be referred to as “**We**” or “**Us**”.

We may refer to Your company, your Administrator and/or Authorized Users as “**You**” or “**Your**” or “**Tenant**”.

We may both be referred to as a “**Party**” and jointly as the “**Parties**”.

### 1. DEFINITIONS

<b>Additional Services</b>	means any services, software applications and/or functionalities other than the Basic Services, made available by Picanol as subscription service;
<b>Administrator</b>	means the natural person appointed by You, who can act on behalf of Your company, can create and manage Authorized User accounts for Your Tenant Zone and acts as a point of contact towards Picanol;
<b>Authorized Users</b>	means Your employees and independent contractors who are authorized by Your company to use the Services, including the Administrator;
<b>Authentication Credentials</b>	means the personal login and password that enables You to log in to PicConnect;
<b>Basic Services</b>	means free services, software applications and/or functionalities that are made available by Picanol in relation to Your Machines (for example operating manuals or instruction video’s);
<b>Confidential information</b>	means any and all information and data disclosed by either Party to the other in the context of these GTC, whether such information or data is stored on electronic media, as well as including both written and oral information and data. Information disclosed between the Parties in the context of these GTC shall constitute “Confidential Information” subject to these GTC if, and without prejudice to article 16.2, (i) in the case of information disclosed in writing or other tangible form, the information when disclosed is clearly labelled as “confidential” or with a similar legend, (ii) in the case of information disclosed orally, the disclosing Party notifies the receiving Party of the confidential nature of the

	information at the time of oral disclosure and (iii) in any case, for both information disclosed orally and/or in writing, when the Parties receiving such information should reasonably be aware of the confidential character of the information;
<b>Client Data</b>	means any content, information or data inputted by You or Picanol on Your behalf, directly in PicConnect or on a Machine connected to PicConnect, including, as the case may be, patterns, textile raw materials, textile designs or colours; also means any Personal Data that would be automatically transmitted to PicConnect and that relates to Your use of Machines, including any logged actions, access rights & restrictions of Your employees, service providers or other people who operate Machines on Your behalf also means information or data related to Your use of PicConnect and the Services, and any analyses or reports generated by the Services based on aggregate Machine Data;
<b>Data Protection Legislation</b>	means (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; (ii) the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and (iii) all other current or future applicable national laws relating to or impacting the processing of personal data and privacy;
<b>Documentation</b>	means documentation made available on PicConnect which sets out a description of the Services and user instructions for the Services;
<b>Force Majeure</b>	means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder. Subject to the foregoing, "Force Majeure" shall include, but is not limited to, explosion and fire (in either case to the extent not attributable to the gross negligence of the affected Party), flood, earthquake, storm or other natural calamity, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefore and due diligence), deficient energy or telecom network supply and changes in laws, rules, regulations, orders or ordinances;
<b>Intellectual Property Rights</b>	means any intellectual property right, including copyrights, trademarks, trade names, rights in logos, inventions, registered designs, design rights, database rights, patents, semi-conductor topographies, all rights of whatsoever nature in computer software and data, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all

	forms of protection of a similar nature which may subsist anywhere in the world;
<b>Machines</b>	means any machine or equipment purchased by You from Picanol which is enabled and allowed by Picanol to be connected to PicConnect, installed at Your plant or other's premises on your behalf/ under your control and which You are entitled to use; In the Tenant Zone You will see a list of all Picanol machines You purchased (except certain older models) which will indicate whether each machine is enabled and allowed to be connected to PicConnect;
<b>Machine Data</b>	means any and all data, information, settings and parameters generated by, processed on, selected on, compiled, collected, captured by and/or stored on Your Machines, excluding the Client Data;
<b>Personal Data</b>	means any information relating to an identified or identifiable natural person;
<b>PicCoins</b>	means the means of payment to be used to purchase Additional Services;
<b>PicConnect</b>	means PicConnect cloud-based platform through which Picanol makes Services available, as well as any materials relating thereto, amongst others the website and any explanatory manuals, documentation, user instructions and videos with regard to the use of the platform and/or the Services;
<b>Services</b>	means both the Basic Services and Additional Services;
<b>Tenant Zone</b>	means Your dedicated environment within PicConnect, set up by Picanol where Services will be made available to Your company; a Tenant Zone can comprise several accounts per plant location;
<b>Territory</b>	means the entire world;
<b>Update(s)</b>	means any version update, release or functionality enhancements in relation to PicConnect or one of more of the Services;
<b>Urgent Maintenance</b>	means maintenance for any unforeseeable and unexpected system failure which has as result that PicConnect and all or part of the Services become completely or partially unavailable;
<b>Use</b>	of Client Data, Machine Data or any other data or information (jointly 'Data') means all measures that a Party may exercise in respect of Data, including through the use of computational devices or otherwise, but not limited to collecting, recording, copying, reproducing, combining, compiling, structuring, amending, modifying, adapting, translating, optimizing, analysing, comparing, interpreting, assigning, de-identifying, aggregating, or publishing the Data as such or in connection with any other Data;

<b>Virus</b>	means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
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**2. YOUR ACCOUNT**

- 2.1. To access PicConnect, your Tenant Zone and to use the Services, you need at least one Administrator account. During the registration of Your account, Picanol will provide You with the Authentication Credentials for the Administrator.
- 2.2. Authorized Users can be created and managed by the Administrator. Alternatively, You can choose to link PicConnect with third party authentication systems, for example Microsoft Active Directory (subject to any applicable third party’s terms and conditions and privacy policy).
- 2.3. The Administrator is entitled to grant and manage access rights to Your Tenant Zone for others under Your control. You are solely responsible for the proper and accurate management of these access rights. Picanol shall not bear any responsibility for any wrongful management or any harm caused by any actions caused by a wrongful management of these access rights.
- 2.4. You are at all times responsible for the security and confidentiality of Your Authentication Credentials. You shall immediately notify Picanol of any loss or theft of Your Authentication Credentials. In such case, Picanol is entitled, but not obliged, to block Your Authentication Credentials or to take other measures Picanol deems appropriate.
- 2.5. You shall, without delay, notify Picanol about any errors, limitations or problems You encounter when accessing and using PicConnect. Picanol will use this notification for information purposes only.

**3. SECURITY AND TECHNICAL REQUIREMENTS**

- 3.1. If You want to use Additional Services, You are responsible for ensuring that the relevant Machines are properly configured and connected to PicConnect. The technical requirements for connecting with PicConnect (including any required software update) can be consulted via <https://picconnect.picanol.be> or the Customer Technical Guide provided by Picanol.
- 3.2. You are responsible for the internet connection and security of that internet connection between Your network, Your Machines and PicConnect.

- 3.3. Picanol may indicate on PicConnect that some Services are only available for certain, more recent models or versions of Machines.
- 3.4. PicConnect shall be hosted on the servers of reliable third party service providers, as chosen by Picanol at its own discretion. Picanol intends to engage third party services that respect applicable international or industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1 and SOC 2, as well as country-specific standards, including Australia IRAP, UK G-Cloud, and Singapore MTCS (for an up-to-date overview, please consult: <https://docs.microsoft.com/en-us/azure/compliance/offerings/>).
- 3.5. If you choose to use Additional Services, Machine Data and Client Data will be continuously transmitted to PicConnect without Your intervention. This entails amongst others that You must meet the set minimum technical requirements and generally accepted industrial connectivity standards. Picanol also reserves the right to acquire or demand You to provide Picanol with Machine Data or Client Data (or any part thereof) in a format provided by Picanol or to allow Picanol and/or its technicians, agents, or others identified by Picanol, to access Machines to the extent this is required or useful to perform any Additional Services or other services requested by You from Picanol (for example, for troubleshooting or on-site commissioning or maintenance by Picanol technician).
- 3.6. In order to be able to use Additional Services , the Machines must be connected to the internet. It is Your responsibility to guarantee that the Machines are connected to the internet at any time You wish to use the Services. If the connection with PicConnect is interrupted or irregular this can impact the quality and output of the Services. Under no circumstances is Picanol, Subsidiary, directors or officers liable on any legal grounds for wage, machine breakdown, operational interruption, loss of production, loss or recall or any damage caused by Machines, cost of business interruption, loss of profits, loss of revenues, loss of goodwill or clients, reputational damage, third party claims or any other form of indirect or consequential loss in relation to Your use of the Services or PicConnect in general. Picanol is not liable for any damages, losses or costs resulting from or related to any hacking, cyberattack or any other security breach or incident suffered by You, regardless whether any impacted Machines were connected to PicConnect.

#### **4. PAYMENT - PICCOINS**

- 4.1. Basic Services are provided through PicConnect without any additional remuneration being due, other than the payment for the Machines, as agreed separately.
- 4.2. Additional Services are provided through PicConnect as a monthly subscription, payable through PicCoins.
- 4.3. The number of PicCoins required per month to use an Additional Service will be published on PicConnect and can be updated from time to time. Additional Services can be offered individually or as a package. The required number of PicCoins can further depend on the total number of Machines that You have purchased or any other criteria defined by Picanol.
- 4.4. Picanol shall provide a tailored quote for PicCoins You wish to purchase. Such PicCoins need to

be paid in accordance with the payment instructions of Picanol. Picanol reserves the right to set and revise the price to be paid for new PicCoins.

- 4.5. PicCoins can only be purchased directly from Picanol and have to be fully paid up before they can be used. An Additional Service can only be activated and used if and so long as You have sufficient PicCoins in Your account to continue using the Additional Services with regard to all relevant Machines. Your subscription and right to use Additional Services will automatically expire if You have no more available PicCoins.
- 4.6. The number of available PicCoins and the validity thereof can be consulted in Your Tenant Zone. The availability term will also be shared separately, at the latest at the moment of purchase of PicCoins.
- 4.7. PicCoins can only be used to pay for Additional Services through PicConnect. PicCoins cannot be used to pay for any equipment, machines, tools, spare parts or any other goods or services. PicCoins are non-refundable and cannot be exchanged for cash, unless agreed otherwise by Picanol in writing. PicCoins cannot be transferred to third parties except with the prior written consent of Picanol.

## **5. TERM AND TERMINATION**

- 5.1. The GTC shall be effective as soon as Your Administrator account for PicConnect has been created by Picanol.
- 5.2. Picanol may suspend or terminate all or some of the Services at any time if You are in material breach of these GTC or any other material breach of your obligation towards Picanol, even if not subject of the present GTC, and fail to remedy such breach within ten (10) days after receipt of written notice (including e-mail).
- 5.3. You may terminate an Additional Service at any time by providing Picanol with a written notice, for example via Your after-market Picanol sales representative, or through PicConnect if the platform provides a specific, separate function for termination of Additional Services. The termination of an Additional Service shall not give You the right to claim any new PicCoins, credit note or any refund for PicCoins
- 5.4. Picanol does not guarantee that in case a Machine is no longer connected to PicConnect, all functionalities of the Machine and all Machine Data and Client Data will still be available.
- 5.5. After termination of these GTC or all or part of the Services, Picanol will retain the right to use Machine Data and Client Data in line with these GTC.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. We hereby grant You a limited, non-exclusive, non-transferable, non-sublicensable and non-assignable right to use PicConnect in accordance with the provisions of these GTC, in order to

allow You to access and use PicConnect, its functionalities and the Services.

- 6.2.** PicConnect and the Services are protected by Intellectual Property Rights. Parties explicitly confirm that all Intellectual Property Rights in PicConnect and the Services, remain owned by or licensed to Picanol only, except if otherwise provided. Nothing in these GTC shall be construed to grant You any right or license in any Intellectual Property Right owned by or licensed to Picanol other than as expressly specified herein. Except if otherwise provided in these GTC, you agree not to copy, reproduce, amend or modify PicConnect, the Services or any portion thereof. All rights not specifically granted to You are hereby expressly reserved by Picanol.
- 6.3.** You are obliged to inform Us of any infringement of Intellectual Property Rights, vested in PicConnect, as soon as possible after becoming aware of such infringement or after You should reasonably be aware.

## **7. MACHINE DATA**

- 7.1.** Machine Data, including any Intellectual Property Rights vested in or related to Machine Data, are and shall be the sole and exclusive property of Picanol. If and to the extent applicable rules or mandatory law prevent Picanol from acquiring all or part of the ownership rights pertaining to certain Machine Data, You shall provide Picanol and/or its agents, partners, subcontractors or others identified by Picanol access to Machine Data and shall grant them a royalty-free, exclusive, transferable, sub-licensable, perpetual license to use the Machine Data in the Territory in accordance with these GTC. Picanol shall take all reasonable measures to impose on all such agents, partners, subcontractors and others identified by Picanol that they only use Your Machine Data in accordance with the permitted use under these GTC.
- 7.2.** Picanol may freely Use Machine Data for both commercial and non-commercial purposes, including but not limited to the delivery of the Services, statistical and analytical purposes, maintenance, troubleshooting, (remote) support, advertising (including but not limited to using Machine Data on fairs, in publications, advertisements, etc.), reporting activities, efficiency enhancements, updating, adapting, modifying, optimizing and analyzing Picanol's products and services (including their usage) and/or developing and enhancing new or existing products, features and/or services, use, application and development of machine learning (ML) and artificial intelligence (AI) algorithms, by any means, either by itself or by third parties and combining it with Client Data, and/or data, information received from third parties or otherwise acquired, held or developed by Picanol.
- 7.3.** Third parties shall only receive, to the extent reasonably possible for the intended purpose, de-identified, aggregated and/or anonymized Machine Data. Picanol can only disclose to third parties that particular Machine Data belong to You (for example as a reference case presented at a fair) subject to Your consent.
- 7.4.** Picanol's right to Use the Machine Data shall in no way be interpreted as an obligation for Picanol to store or back-up Machine Data or to use, interpret or otherwise process the Machine Data in

any way and/or to inform You of such use or non-use and of any results that may follow from such Use or to make such results available to You.

**7.5.** You shall treat Machine Data as Picanol's Confidential Information and You are prohibited from modifying, reproducing, publicly displaying, performing, distributing or otherwise Using Machine Data for any purpose other than the proper use and servicing of the Machine or any other use as expressly permitted under these GTC.

## **8. CLIENT DATA**

**8.1.** Parties explicitly confirm that all Client Data and any Intellectual Property Rights vested in or related to remain Your ownership. Client Data will be treated by Picanol as Your Confidential Information and can only be used by Picanol subject to the conditions of these GTC. Nothing in these GTC shall be construed to grant Picanol any right or license in any of Your Intellectual Property Rights other than as expressly specified herein.

**8.2.** You hereby grant Us in the Territory a non-exclusive, non-revocable, royalty-free and non-assignable license to Use the Client Data and any Intellectual Property Rights vested in or related to the Client Data, in accordance with the provisions of these GTC and to the extent such license is permitted by law. Future and already developed Intellectual Property Rights relating to the Client Data will be licensed in accordance with the provisions of these GTC for the entire term of protection of the applicable rights. In relation to methods of exploitation that are not yet known at the time that these GTC become effective, the Parties agree that they will make an agreement in good faith as soon as they are known in the future.

**8.3.** Picanol's license to Use the Client Data includes the perpetual right in the Territory to, in whole or in part, Use, bundle and mix the Client Data with Machine Data, data from Picanol and/or third parties, and to Use any data resulting therefrom, to provide Services to You. This license includes the right to, in whole or in part, retrieve substantial parts of the database within the meaning of article I. 17 Economic Code Law (ECL) or re-use within the meaning of article I. 17 ECL and to authorise others to engage in such activities, as required or useful for the provision of the Services. Picanol is permitted, but not obliged, to exploit the Client Data in context of the Services.

**8.4.** Picanol's license also includes the perpetual right in the Territory to, in whole or in part, Use, bundle and mix de-identified, aggregated and/or anonymized Client Data with Machine Data, data from Picanol and/or third parties (and Using any resulting data and information) and to retrieve substantial parts of the database within the meaning of article I. 17 Economic Code Law (ECL) or re-use within the meaning of article I. 17 ECL and to authorise others to engage in such activities, for both commercial and non-commercial purposes, including but not limited to statistical and analytical purposes, efficiency enhancements, updating, adapting, modifying, optimizing and analyzing Picanol's products and services (including their usage) and/or developing and enhancing new or existing products, features and/or services; use, application and development of machine learning (ML) and artificial intelligence (AI) algorithms for products and services, by any means, either by itself or by third parties. Third parties shall only receive, to the extent reasonably possible for the intended purpose, de-identified, aggregated and/or anonymized Client Data.



## 9. YOUR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

### 9.1. You shall:

- (a) provide Picanol with:
  - a. all necessary co-operation in relation to these GTC; and
  - b. all necessary access to such information as may be required by Picanol;

in order to provide the Services, including but not limited to Machine Data, Client Data, security access information and configuration services;

- (b) without affecting Your other obligations under these GTC, comply with all applicable laws and regulations with respect to Your activities under these GTC;
- (c) carry out all other responsibilities set out in these GTC in a timely and efficient manner.
- (d) ensure that the Authorised Users use PicConnect, the Services and the Documentation in accordance with these GTC and shall be responsible for any breach of these GTC;
- (e) obtain and shall maintain all necessary consents, and permissions necessary for Picanol to perform its obligations under these GTC, including without limitation the provision of the Services;
- (f) ensure that Your network and systems comply with the relevant specifications provided by Picanol from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in these GTC, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to PicConnect, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet.

### 9.2. You will not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between Us and except to the extent expressly permitted under these GTC:
  - a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of software and/or Documentation (as applicable) in any form or media or by any means; or
  - b. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software; or
- (b) access all or any part of PicConnect, Services and Documentation in order to build a product or service which competes with PicConnect, Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make PicConnect or Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to PicConnect, Services and/or Documentation, other than permitted under these GTC; or
- (f) transmit, introduce or permit the introduction of, any Virus or vulnerability through or into PicConnect or Picanol's network and information systems, or otherwise transmit any electronic material through the Services which causes or is likely to cause detriment or harm, in any degree, to computer systems owned by Picanol, its third party service providers or other internet users; or
- (g) use the Services fraudulently, in connection with a criminal offence or otherwise unlawfully.

(h) use the Services to send, receive, upload, store, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of Intellectual Property Rights, Data Protection Legislation or any other rights; or to cause annoyance, inconvenience or needless anxiety; or to send or provide unsolicited advertising or promotional material or to receive responses to unsolicited advertising or promotional material sent or provided using the Service by any third party; or use the Services in breach of the acceptable use policy of any connected networks.

**9.3.** You declare that You are the owner of all rights of the Client Data subject to the license provided in article 8.1 and are entitled to agree to all provisions of these GTC. You declare that the Client Data does not infringe the Intellectual Property Rights or any other right of a third party. You declare that Picanol is entitled to use the Client Data in the fullest extent, in accordance with the GTC without such right being limited by the rights of third parties.

**9.4.** You declare that You have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data provided by You.

**9.5.** Picanol reserves the right, without liability or prejudice to its other rights to You, to disable Your access to PicConnect and to discontinue all or part of the Services in case of breach of the provisions of these GTC.

## **10. PICANOL'S REPRESENTATIONS AND WARRANTIES**

**10.1.** The Basic Services are provided by Picanol "as is".

**10.2.** Picanol undertakes that the Additional Services will be performed with reasonable skill and care and substantially in accordance with the Documentation. This undertaking shall not apply to the extent that any non-conformance is caused by Your use of the Additional Services contrary to Picanol's instructions, or modification or alteration of the Additional Services by You or any party other than Picanol. If the Additional Services do not conform with the foregoing undertaking, Picanol will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes Your sole and exclusive remedy for any breach of this undertaking, without prejudice to any limitation of liability provided elsewhere in these GTC.

**10.3.** To Picanol's best knowledge, PicConnect is free from any Virus. Picanol does not guarantee that PicConnect or the Services will be free from Viruses or vulnerabilities. Picanol confirms that it has taken and installed reasonable technical and organizational measures in order to secure the servers on which PicConnect is installed as far as Picanol has control over such servers. However, You explicitly acknowledge that the use of the internet cannot be guaranteed to be secure or error free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or contain viruses.

**10.4.** Without prejudice to any limitation of liability provided elsewhere in these GTC, Picanol does not make any express or implied representations or warranties in relation to its performance under this Agreement including merchantability, satisfactory quality or fitness for a particular purpose

and non-infringement of any third party's Intellectual Property Rights. Picanol does not guarantee any specific result. You remain responsible for the correct use of the Machines.

## **11. SERVICE LEVEL**

**11.1.** Picanol does not warrant that Your use of PicConnect or the Services will be uninterrupted or error-free.

**11.2.** Picanol aims, using commercially reasonable effort (such as preventive or predictive maintenance actions), to make PicConnect (including the Additional Services) available to You during 95 % of the time per year. The notified planned maintenance shall not be taken into account when calculating this availability percentage. This should be interpreted as an obligation of means ("*middelenverbintenis*") and not as an obligation of result ("*resultaatsverbintenis*").

**11.3.** Parties explicitly confirm that Picanol shall not be liable for unavailability of PicConnect due to:

- Force Majeure;
- Circumstances attributable to You;
- Circumstances attributable to third parties, including third parties instructed by Picanol;
- When PicConnect is being maintained and/or updated.

**11.4.** Picanol will notify You (for example via the 'News' section of PicConnect and/or via e-mail to the Administrator) at least 24 hours before the execution of planned maintenance of PicConnect when the expected downtime is more than one (1) hour. In case of an Urgent Maintenance no notification is guaranteed.

**11.5.** Picanol can offer You PicCoins, at Picanol's sole discretion, in case of a material failure by Picanol to meet the service level as mentioned in these GTC and this will be Your sole and exclusive remedy for any such failure.

## **12. UPDATES**

**12.1.** Picanol may from time to time implement Updates. Picanol is allowed to implement these Updates without prior notification and without Your permission. These Updates enable You to use the most adequate and secure version of PicConnect. Picanol is entirely free to decide whether or not to implement Updates.

**12.2.** Updates shall be implemented free of any additional remuneration, except if such Updates lead to new Additional Services.

**12.3.** Once an Update has been implemented, it shall be deemed part of PicConnect (or the relevant Service(s)) and of the Intellectual Property Rights vested in PicConnect (or the relevant Service(s)), and shall be subject to the provisions of these GTC.

### **13. HELPDESK**

**13.1.** Picanol provides a helpdesk through which support is offered to You to resolve issues You encounter with PicConnect. This helpdesk is accessible via PicConnect or via our regular service contacts.

**13.2.** Support will consist of:

- First line support: description of the functionalities of PicConnect, access to Documentation and a Frequently Asked Question list, as made available on PicConnect;
- Second line support: questions regarding technical issues with PicConnect. Second line support may be subject to payment;

**13.3.** This helpdesk service is to be interpreted as an obligation of means (“*middelenverbintenis*”) and not as an obligation of result (“*resultaatsverbintenis*”).

### **14. DATA PROTECTION**

**14.1.** Picanol acts as data controller, as defined in the Data Protection Legislation, when processing, Personal Data, such as:

- first name and last name of Your Authorized Users;
- e-mail address of Your Authorized Users;
- phone number of Your Authorized Users (if provided by You through PicConnect).
- use of PicConnect (login dates, logged actions & time, IP address, user name of the Authorized Users);
- any Machine Data and/or Client Data that can be linked to a natural person (for example Your Machine operator or technician) and which is transmitted or uploaded to PicConnect;

for the following purposes:

- to create and manage Authorized User accounts;
- allowing You and Your Authorized Users to access and use PicConnect;
- to deliver Services to You and/or
- to inform You about new products, functions, etc.

**14.2.** Picanol maintains reasonable technical and organizational security measures to safeguard Your Personal Data from loss, interference, misuse, unauthorized access, disclosure, alteration or destruction. Picanol also maintains reasonable measures and procedures to ensure that such data is reliable for its intended purpose and is accurate, complete and current.

**14.3.** Subject to the applicable Data Protection Legislation, you have at any time the right to contact Picanol if you want to: (i) access, rectify or erase Your Personal Data; (ii) restrict or object to the processing and transfer of your Personal Data; or (iii) withdraw your consent (if applicable),

which withdrawal will not affect the lawfulness of processing based on consent before its withdrawal. You can also lodge a complaint with a supervisory authority, if you feel that Picanol has not acted in line with Data Protection Legislation i.e. the Belgian Data Protection Authority ([www.dataprotectionauthority.be](http://www.dataprotectionauthority.be)). Your contact at Picanol for any further information about these rights is [privacy@picanol.be](mailto:privacy@picanol.be).

- 14.4.** You can also (through Your Administrator) access and rectify or erase Personal Data directly on PicConnect via Your Tenant Zone.
- 14.5.** We may transfer Your Personal Data to third parties, such as but not limited to IT-service (cloud) providers in a third country, using appropriate or suitable safeguards.
- 14.6.** We will store Your Personal Data (i) during the term of these GTC, (ii) or as long as We are legally obliged to store Your Personal Data or in order to assess whether we still need to retain the Personal Data in order to fulfil or continue fulfilling the relevant purpose. Where it is no longer necessary for Us to retain Your Personal Data, it shall be deleted or anonymised (upon Picanol's own discretion).
- 14.7.** You will notify Authorized Users and any affected personnel and/or third parties:
- About the identity and contact details of Picanol;
  - About the purposes of the processing of their Personal Data by Picanol in accordance with these GTC as well as the legal basis for the processing;
  - Any other information that needs to be provided to data subjects under the applicable Data Protection Law.

You guarantee that You have obtained any and all consents from Authorized Users and any other affected personnel and/or third parties, required under Data Protection Law or any other applicable law, to allow the processing of Personal Data by Picanol under these GTC. You will be solely responsible for any processing by You of Personal Data that You can access or store through PicConnect or the Services.

## **15. COSTS**

Except as otherwise provided in these GTC, each of the Parties shall bear its own costs incurred in connection with these GTC and the use and operation of PicConnect and the Services.

## **16. CONFIDENTIAL INFORMATION**

- 16.1.** Unless prior written consent by the other Party, each Party agrees and undertakes for the duration of these GTC and for three (3) years thereafter to keep any Confidential Information concerning the other Party or its activities and services which a Party has obtained in the framework of these GTC strictly confidential and not to divulge or disclose any part thereof to any third party, except to its employees, officers and directors (together "Personnel") and in this case only to the extent necessary for the proper performance of their duties such as the provision of the Services or any other activity provided for in the present GTC or other texts agreed between the Parties.

**16.2.** The Parties' obligations under this article shall not include, and the restrictions under these GTC shall not apply to:

- Any information known by the receiving Party prior to its disclosure by the other Party; or
- Any information which is in the public domain or hereinafter falls into the public domain through no fault of the receiving Party; or
- Any information disclosed to the receiving Party by a third party having the right to do so.

## **17. LIABILITY**

**17.1.** Parties expressly agree that Picanol shall not be liable on any legal grounds for any direct, indirect or consequential damages, including but not limited to, machine breakdown, operational interruption, loss of business information or data, loss of production, loss or recall of products manufactured with Machines or any damage caused by such products, cost of business interruption, loss of profits, loss of revenues, loss of goodwill or clients, reputational damage, third party claims or other losses resulting from the use of or the inability to use PicConnect or the Services, even if Picanol has been advised about the possibility of such damage.

**17.2.** In any case, Picanol's liability under these GTC is limited to the PicCoins paid by You over a period of three (3) months.

## **18. AMENDMENTS OF GTC**

Picanol is entitled to amend these GTC at its own discretion from time to time. We shall notify You about these amendments via e-mail or notifications in PicConnect (for example publication in the 'News' section). These amended GTC shall automatically enter into force on upon the publication or notification of the amended GTC. In case an amendment applies to essential components of these GTC, You are entitled to terminate all Services with a written notice given to Picanol within fifteen (15) days after the publication or notification of the amended GTC and subject to a notice period of minimum two full (2) months. The amended GTC shall not apply to You during this notice period. In case of such termination You will be entitled to a refund of all PicCoins paid up until the date of Your notice of termination.

## **19. WAIVER**

Any failure or delay by Picanol in exercising any right under these GTC, the exercise or partial exercise of any right under these GTC, or any reaction or absence of reaction by Picanol in the event of breach by You of one or more provisions of these GTC, shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these GTC or under the said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver by Picanol following a specific failure by You, this waiver cannot be invoked by You in favour of either a new failure, similar to the prior one, or a failure of another nature.

**20. ORDER OF PRECEDENCE**

Any inconsistency between any documents relating to the use of PicConnect, the Services or the Machines shall be resolved by giving precedence in the following order (i) these GTC, (ii) Picanol's General Conditions of Sale and Delivery and (iii) any other agreed upon documents.

**21. SEVERABILITY**

Whenever possible, the provisions of these GTC shall be interpreted so as to be valid and enforceable under the applicable law. However, if one or more provisions of these GTC are found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these GTC shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In such case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

**22. GOVERNING LAW AND JURISDICTION**

**22.1.** All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of these GTC shall be governed by and construed in accordance with Belgian law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

**22.2.** Any dispute concerning the validity, interpretation, enforcement, performance or termination of these GTC shall be submitted to the exclusive jurisdiction of the Dutch-speaking courts in Ieper.

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